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The Solicitors' Journal.

LONDON, MAY 11, 1867.

IT IS CURIOUS how questions are from time to time raised upon the construction of the Bankruptcy Act, 1861, which have been supposed to have been already authoritatively settled by decision. Not long ago the question whether the Court of Bankruptcy has jurisdiction under section 197 of the Act to examine a compounding debtor, at the instance of a creditor who had assented to the composition deed, with the view of impeaching the deed, was raised in the case of *Re Fachiri*, 15 W. R. 472, although the point had been already decided in *Re Brooks*, 12 W. R. 924, and *Re Mark's Trust Deed*, 14 W. R. 824. Last week, the question whether the Court of Bankruptcy has, in the case of a trust deed for the benefit of creditors, jurisdiction under section 153 of the Act to assess unliquidated damages in respect of a breach of contract committed by the debtor, was argued at considerable length before the Lords Justices in a case of *Ex parte Wilmot, Re Thompson*. In *Re Penton*, 14 W. R. 321, Lord Cranworth expressed his opinion that there is this jurisdiction, and in *Wood* v. *De Mattos*, 14 W. R. 226, the Court of Exchequer Chamber held that throughout the Bankrupt Acts the word "creditor" is used in the sense of a person having a claim which can be proved under the bankruptcy, whether it be a debt or not; while in *Re Mendel*, 12 W. R. 451, Lord Westbury does not seem to have entertained a doubt that this jurisdiction was intended by the Act, the only question before him being, whether damages could be assessed for a breach of contract which took place after the execution of the deed, which he held could not be done. The Lords Justices, in the case before them on Monday, appeared, from observations made in the course of the argument, very much disposed to the opinion that the jurisdiction contended for did not exist at all, but ultimately came to the conclusion that the case ought to be argued before the Full Court, for which purpose it accordingly now stands over. It is fortunate, we think, that the introduction of a new bankruptcy bill into the House of Commons affords an opportunity of setting this among other questions at rest.

IN DAYS WHEN A COURT-MARTIAL is supposed in high quarters to be the *beau ideal* of judicial procedure, and when, as certain leading members of the Legislature seem of opinion, it is competent for the Executive Government at any moment to subject all classes of her Majesty's subjects to trial by military or naval or mixed military and naval tribunals for every description of offence, it becomes of importance to all persons, and especially to lawyers who may have to advise their clients what course to pursue under such unfortunate circumstances, to know a little of the law administered by these tribunals and of the rules by which they are guided. It is with the above object alone (for otherwise a legal publication would have no interest in discussing military questions) that we extract from the *United Service Gazette*, a paper of acknowledged military authority, the following paragraph, which purports to be a report of a "trial" of a military offender at Aldershott:—

Another court-martial vagary has been shown at Aldershott. Some three or four weeks since, as a party of the first battalion 18th Royal Irish were engaged in firing practice at Aldershott, a man named Coleman was accidentally shot by a comrade of the name of Halpin. The circumstances under which the accident occurred were peculiar, and the grave result required investigation. There was no imputation that the shot was fired by design, nor was even culpable negligence attributed to the man. But it was thought necessary that he should be tried for something, and so he was arraigned on a charge of "making way with one round of ammunition," was found guilty, and sentenced to forty-two days' imprisonment. On the proceedings of the court being confirmed, one-half the sentence was, however, remitted.

We give the paragraph as it appeared, without any comments of our own, and recommend our readers to "make a note of it."

As, however, the principle laid down is one of wide application, we think that it is fair that members of volunteer corps who compete for prizes should be aware of the additional risk they run if they handle their weapons unskilfully, and that they may unwittingly commit not only murder, but larceny, except where they may be using their own ammunition, in which case, we presume, they are at liberty to "make away with" it in any direction they please without any risk of their honesty being called in question.

THE FENIAN TRIALS IN Dublin have so far been, for the most part, very devoid of interest either for lawyers or for laymen. As far as the facts are concerned, these trials have only served to fill in the details of a story, the general outlines of which were familiar to us before. And though the prisoners' counsel have, of course, raised every legal objection that could be raised at each stage of the proceedings, few points of any great interest seem to have occurred. But, in the case of McCafferty, who was tried for treason, and convicted a few days ago, a very important question has arisen. As far as we can understand the matter from the daily papers, the indictment against McCafferty seems to have contained two counts—one for compassing the Queen's death, and the other for levying war. As an overt act of compassing under the first count, or a substantive treason under the second, or both (the reports which we have seen leave this in obscurity) the Crown relied upon the outbreak at Tallaght. But it appeared in evidence that the prisoner had been arrested some days before the outbreak, and was in prison when it took place. It was objected upon this that what took place after the arrest could not affect the prisoner, and was not admissible in evidence against him. The learned judges admitted the evidence, and appear to have held the law to be, that if the prisoner took part in the planning the rising before his arrest, and after his arrest the rising took place in pursuance of the plans so formed; this amounted to an actual levying of war by the prisoner. But the question has been reserved for a higher tribunal.

THE BRITISH JURYMAN is a personage whose reputation is just now rather a discount, and sooth to say, he has done many things of late years which have not raised him in the public estimation. We cannot say that he has not faults; he is obstinate—it is very hard indeed to get him to comprehend any abstract reasoning, in consequence of which he is apt to be led away by plausibilities, and so commit injustice—and it is almost impossible to induce him to confine his mind to one issue, so prone as he is to decide from a general or vague reference other considerations about which his opinion is not asked, and which will not be regarded in the result of his answer. Moreover, he is looked upon as not inaccessible to the influence of a pretty face. Occasionally, too, stories get afloat which hint that the juryman does not always go through even a form of deliberation. A tale was current upon a certain circuit, not very long

ago, of a juryman who was overheard whispering to his foreman, "Well, I give you my vote now, but mind, you must vote for my man next time."

Whatever may be the defects of the juryman, he gets credit for most of them; it is both easy and fashionable to laugh at him, and of course in civil cases it is equally easy for the losing side to throw the blame upon him. Punch pokes fun at him every now and then, and a burlesque-writer hard up for a joke is always sure of a laugh, from the gallery at any rate, if he can manage a fling at the British juryman. In spite of all this, which we should be sorry to say is undeserved, the juryman solidly pursues his way, gets through his cases, grumbling at the work, and the arrangement of the panel—does, on the whole, a very good average of justice, and is, secretly, rather a favourite with the public. For although we, the great British public, abuse our juryman unmercifully, and although he sometimes tries our patience and our prisoners very badly, we are rather proud of him on the whole. We don't know whether or no he dates back to the days of Alfred the Great: historians tell us not, though we incline to think that they know nothing about it; we do know that we have had good reason, in past centuries, to be very thankful for the obstinacy of a few British jurymen who had their backs up and refused to be browbeaten; and we believe that our juryman is honest.

It is to this last belief that he is indebted for the favour which, as we have said, he really enjoys, and the patience with which his occasional vagaries are borne; and we believe that he is fully entitled to the benefit. We do think that the juryman is thoroughly honest. Whatever the same individual might do as an elector, we may rely on it that he will never take a bribe as a juror. It would be too much to say that he will be always impartial in the strictest sense of the word; that he will never, in civil cases, be influenced by the consideration that the case may be his own to-morrow; or that he will never award too ample compensation against a board of works or a railway company from such motive; but we may say this—that he will not take a downright bribe, and that if we compare him with jurymen in some other parts of the world, we shall find reason for being well contented with our own. The juryman, however, has had rather a hard time of it lately, and we will do him a good turn by giving our readers the opportunity of comparing him with a certain jury whose verdict was recently set aside by the Court of Common Pleas at Philadelphia, U.S.

The jury in question were what is called a "road jury," viz., a jury empannelled to assess the compensation in respect of the property to be taken under compulsory powers or for public works. Certain private property being required by the city of Philadelphia for the formation of a public park or pleasure-ground, a jury was empanneled to assess the compensation. In due time they delivered their report, which, at the instance of the City Solicitor, was afterwards set aside by the Court of Common Pleas. The case is reported at another page, but as that report merely states the conclusion of the Court, upon the evidence, we give a few of the particulars.

Mr. Wheeler, the owner of the Fairmount Rolling Mill, one of the properties which had to be valued by the jury, deposed that, while the case was pending, one of the jury came to him, holding in his hand, and showing, a list of the claimants' names, with awards written against them, and, pointing to his name, said—"This is what we intend to do for you;" and his superintendent also found upon his desk, a note, in the following terms:—

"Philadelphia, December 2, 1864.

"Mr. Ervin—Dear sir,—At a conference of a few of the jury, it was thought that your case would be a hard one to put through. Now, as an outsider, not wishing to say a great deal on the subject, I would state that if Mr. Wheeler expects to get his damages, he ought to do as I have done, come down. I wish the rhino. I am a property owner. They and your firm are better able to stand the press than I am. You can deposit the same in the bank in some other man's name, and then send them cheques, and all will be right.

"Yours, respectfully "P. O."

In addition to this, said the superintendent, "one of the jury came to the mill at Fairmount, in company with a strange gentleman whom I did not know, and I took him through the mill, explaining as best I could, the different parts and their relative value, as submitted by the witnesses who were called on behalf of Mr. Wheeler; and as we walked out of the mill, he talked about the duties of road jurors in cases of this kind, and cited an instance where, I think, he had been on a jury, where the jury had been liberally treated, and the party that treated the jury liberally got good damages, whereas the others were small. I am not positive he said he was on that jury, my opinion is he said he was."

Some little while afterwards, three or four of the jury came to view the property, and the superintendent took them over the grounds, and afterwards, it being then night, gave them a supper. Nothing, he says, was said about money then, but a few days afterwards some other jurymen called, and "suggested that, inasmuch as all the jury did not get the good supper, he ought to take them out again." Which he did. There was a good deal of other evidence before the Court of instances in which members of the jury had come to those whose property they had to value, and "asked for something," and one of the owners appears to have spent an evening in treating the jury to lager-beer and similar arguments, he declared, however, that he had refused to give them money.

Upon this evidence the Court set aside the report—*i.e.*, the valuations of the jury, the ground of the decision being, not that the valuations were the result of bribery, for there was no evidence that money had actually been given them; but that the valuation of such persons as they had shown themselves to be, could not in any case be allowed to stand.

This case then shows to what a juryman *may* come. Our own juryman, we believe, is a long way as yet above this point. As an elector he might, perhaps, accept, if not "ask," for something; but as a juror he is incorrigibly honest. Whatever may be his faults, obstinate, dull, though he sometimes may be, let us give him credit for his incorruptibility, and rejoice that in this respect he is what he is.

A CASE LATELY TRIED before the Court of Queen's Bench furnishes an exposition of the law regarding payment of wages. *Robbins* v. *Wrench* was an appeal from the decision of the magistrates upon a complaint by the defendant against the plaintiff for the nonpayment of wages. The defendant Wrench had engaged with the plaintiff Robbins to work as a miller, at twenty-two shillings a-week, payable on Friday, the hours being from six to six. At twelve o'clock on Thursday he left work, and did not return until half-past eight on Friday, thereby losing half a day on Thursday and an hour and a half on Friday. Robbins dismissed him from his service, without paying him any wages for any part of the current week. The magistrate held that the wages should be apportioned, and allowed Wrench so much of his claim as applied to the time he had actually worked.

Without calling upon the appellant to argue the case, the Court of Queen's Bench decided that the magistrates had mistaken the law, which was not whether the man had abandoned his work, but whether his dismissal was justified. They considered that it was, and allowed the appeal.

It was laid down by Mr. Baron Parke, in *Fewings* v. *Tisdal*, 1 Exch. 295, that, "if at any time a servant fails to perform his contract, he is entitled to neither notice nor wages." The contract for hiring may be for a week, or for a month or for a year, and if that contract be at any time broken by the misconduct of the servant, he forfeits all benefits he would otherwise be entitled to. He cannot

claim for his services on a *quantum meruit*, and is liable to be dismissed without notice, or payment in lieu of notice.

WE ARE SORRY to have to say so, but we fear that Mr. Payne the other day, at the Middlesex Sessions, expressed merely the feeling of the public when he informed Serjeant Cole "that juries were loth to convict upon a policeman's unsupported testimony." It may well be asked why this is so, and what ground there is for doubting the testimony of one policeman when that of an ordinary witness would be received with confidence. To the disgrace of "the force," many instances have been lately recorded in which the evidence of policemen has been proved as wanting in impartiality as if it were the result of a foregone determination to prove the case at all hazards. We cannot, therefore, be surprised if the evidence of policemen is now regarded as little worth. The reason for distrusting is too plain, the reason for that reason would be worth investigating.

THE COMPOUND HOUSEHOLDER.

Although the political controversy which still rages round the compound householder has been in progress for more than two months, the real nature of this mysterious personage does not seem to be very thoroughly understood either by the public or, indeed, by Members of Parliament. Nor is the ignorance which even experienced lawyers and legislators have betrayed at all surprising, for of all intricate and dreary subjects, perhaps rating is the most intricate and dreary. It requires an effort for a regularly-trained legal mind to master it, and must strike the mind of the most industrious layman with feelings of despair. We propose endeavouring to clear away some of the confusion which prevails on the subject. Without entering into any discussion as to the justice of the course the Government and Opposition respectively recommend, we will place before our readers, as intelligibly as we can, an account of who a "compound householder" is, what are his rights of voting at present, and what, under the present Reform Bill, they will be. The question is really one of law, and not of politics, and is, therefore, peculiarly fit to be discussed in the columns of a legal journal.

First, then, what is a "compound householder," and how was he created? He owes his existence originally to the 59 Geo. 3, c. 12, and to various local rating Acts which transfer the liability for rates to the owner from the occupier, the owner at the same time paying a less sum in respect of each house than the occupier himself would pay. The reason of an arrangement which, at first sight, might seem unjust to those occupiers who still remained liable for full rates, was, that the occupier of tenements below a certain value was incapable of paying anything, and the parish, therefore, obtained power to assess the owner of the premises in which such a class of occupiers resided, getting whatever proportion of the rates the local Act might specify from the owner instead of getting nothing at all from each individual occupier. The parishes, in short, where local rating Acts applied, acted on the principle that half a loaf was better than no bread. This plan, however, of taking a composition from the landlord, instead of getting the full rate, or nothing, from the tenant, was not generally applied until the passing of the 13 & 14 Vict. c. 99, which is well known as the "Small Tenements Act." By that statute it is provided that, wherever a vestry adopts the Act, the owner of premises below £6 annual value is to become rateable instead of the occupier, and is to pay only a certain proportion of the full rates, varying in amount according as he may pay on a number of full houses or on a number of houses, some of them full and some empty. The result of the Act is, that in parishes where it is applied by resolution of the vestry, the occupier pays nothing by way of *rate*, whatever he may pay by way of *rent*, while the owner pays a sum in every case less than the occupier would pay if personally rated. The amount of abatement depends on circumstances into which it is not necessary at present to enter. The occupier of premises for which the landlord pays the composition rate either under local rating Acts or under the Small Tenements Act, is a "compound householder," or, to speak more accurately, the tenant of a compounding landlord.

Now, as we have already remarked, compound householders were in existence long before the passing of the Small Tenements Act in 1850. That Act increased their number, no doubt; but those parishes which took advantage of its provisions only put themselves in the same position with parishes where local rating Acts already prevailed. According to Mr. Henley, the Act was "a device of Old Nick to oppress the poor," and unquestionably, wherever it has been applied, rates, though not full rates, have been obtained in respect of premises the occupiers of which never would have paid a farthing directly for themselves. But we are now told that these occupiers, whose immunity previously was absolute, pay the "full rate" in their rent. If that be so, the Small Tenements Act may, in a certain sense, be considered a "device of Old Nick." Whether it is a desirable device or not, we do not at present inquire. We proceed to explain the position of the old class of compounders under the Reform Act of 1832 and the various amending statutes. The Act of 1832 (2 Will. 4, c. 45) contains a clause (30) expressly enacted to enable compounders to get upon the register. The "being rated" was, by that statute, made a necessary preliminary to the right to vote. But compounders were not rated, and, therefore, though, perhaps, of equal respectability with their neighbours occupying premises of the same value, had no vote. To cure this injustice, section 30 provides that the occupier may claim to be rated in respect of such premises, and upon such claim being made, and the claimant actually claiming or tendering the full amount of the rate or rates then due, the overseers are bound to put his name on the rate "for the time being." So the law stood as to compounders above £10 (£10 being the "hard and fast" line fixed for the borough franchise by the Reform Act) until the year 1851. Meanwhile the case of *Wansey* v. *Perkins*, 7 M. & G. 133, had decided that a claim under section 30 was only operative for the rate for the time being. If, therefore, the claimant was omitted from the next rate, he had to make a fresh claim. To obviate this hardship the 14 & 15 Vict. c. 14 (Sir W. Clay's Act), enacts that the compound householder may claim *once for all* to be rated upon paying or tendering the full amount of rate (if any) due. Whilst this bill was in progress through committee, a clause was inserted enacting that, where, by any composition with the landlord, a less sum shall be payable than the full amount of rate which, except for such composition, would be due in respect of the same premises, the occupier claiming to be rated shall not be bound to pay or tender more than the amount payable under such composition. There was some little opposition to the introduction of this clause, both on the part of Liberal and Conservative members; but the debate was, on the whole, languid, and eventually the clause became law without much discussion. Up to 1867, therefore, the compound householder, in order to get a vote, assuming, of course, that he was otherwise qualified, had to pay or tender the rate due in respect of the premises he occupied. If the landlord paid a composition rate only, then the tenant had to do no more than pay his proportion of that composition.

We now have to detail the proposals as to compounders which have just been made to Parliament. Mr. Hibbert, the member for Oldham, asked the House to apply the 14 & 15 Vict. c. 99, to the compounders below £10, and to permit them to come and remain upon the register by paying or tendering the "composition" rate which, under the "facilities" clause of the Government Bill, they can then deduct from their rent. Mr. Disraeli, on the other hand, proposes to make compounders, both above and below

£10, when once on the register, liable for the full rate; but, under the recently-announced amendments, he further allows them to deduct that full rate from their rent. Assuming Mr. Gladstone's contention to be correct, that the tenant already pays the full rate in his rent, this course seems to be preferable to that of Mr. Hibbert. The expediency of these rival propositions, however, we do not care to discuss. Parliament has just decided by a large majority in favour of the former of them, and any arguments in favour of either are, therefore, now superfluous.

One more point remains for notice. What a man has to do to get on to the register is one thing. What he has to do when there is another. When once on the register, the compounder will doubtless by the Government Bill become liable for the "full" rate. To *get* there he will only have to pay his proportion of the landlord's composition. The overseer is bound, under clause 34 of the bill, to place the compounder who claims to be rated upon the rate-book "on receipt of the claim and on the payment of the rate, if any, then due." Now no rate can be "then due," but the last compound rate. In most cases the landlord will have paid it. If he has, the tenant will come upon the register for nothing. If he has not, the tenant will have to repay the compound rate, which, by a subsequent paragraph of the same clause, he may deduct from his rent. When once on the register, he becomes liable to the same amount as his brother non-compounding householder.

We have now concluded our statement of what the law is, and of what the House of Commons decided that the law ought to be, on this troublesome but most interesting question. In the present state of political parties, the future is of course uncertain; but we trust that the collective wisdom of the Legislature may contrive a satisfactory remedy for the tedious woes of the "irrepressible" compounder.

THE HYDE-PARK MEETINGS.

As a legal journal, we are not called upon to pronounce any opinion upon the generalship displayed either by the Home Secretary or Mr. Beales in their late antagonism, our present concern is simply with the Hyde-park meetings in their legal aspect. Here two simple questions present themselves for solution—first, have the public authorities any right to prevent political discussion in Hyde-park. Secondly, if so, by what legal remedies can that right be enforced! As to the legal ownership of the royal parks being vested in the Sovereign and her successors there is no manner of doubt. All the legislation which has dealt with their regulation and management proceeds upon this hypothesis. The Crown's estate and rights in Saint James's-park are assumed in a very recent statute (24 & 25 Vict. c. 88), which relates to the acquisition of a portion of that park for the purposes of a public undertaking. Whether the ostensible person through whom the supreme authority of the Crown in the matter of ownership be the ranger, or the Chief Commissioner of Public Works, the right of the Crown to admit or exclude persons from the royal parks is clear. We believe this right to be absolute, and exerciseable against every member of the community. Another point is important in considering the alleged rights of the subject in this respect. It has been said lately in illustration of a sort of qualified right in the Crown which has been set up, that the circumstance that a right of way through Richmond-park has been successfully supported against the Crown proves that the acquiescence for a long course of years on the part of the Crown in the user of the public of Hyde-park for the purposes of recreation has given the public an absolute right to use the park for any other purposes which does not involve a breach of the peace. This view is based upon a false assumption. The right of footway through Richmond-park was acquired against the Crown just in the same way as it might be acquired against a subject by an open uninterrupted conclusive possession for a sufficiently long period. The footway was open by night and by day, and thus the right was acquired. But suppose that the entrance to the footway in question had been closed by authority every day during the period of the acquisition of the right, at certain hours for a certain time, could it have been said that any right had arisen. Would not this have been such an interruption of the enjoyment as effectually to prevent the acquisition of the right? And yet is not the user by the public of Hyde Park one of a similar character.

The gates of the park are absolutely closed at certain hours, varying in accordance with the season, and during the night no right of way is open to the public. It follows that the presence of the public during the day is a *privilege*, not a right, and that its user must be limited to the purpose for which it is ordinarily accorded. If a subject is permitted to enter the park for the purpose of walking about within its limits, what right has he to extend the limits of his license, of his own mere motion, and say that has a right to summon a meeting there of all the fellow members of a political club for the purpose of the discussion of public business. It is said on the other hand, that he may use such a right provided the thoroughfares are not interrupted or the peace of the community disturbed. But is this so. Suppose the "elevens" of Harrow and Eton were to announce by placards circulated through town, that "whereas the Royal Parks are held by the sovereign in trust for the recreation of the people, now be it understood that the members of the schools of Harrow and Eton, with their friends, are hereby invited to meet the captains of the two 'elevens' on Wednesday next at eleven a.m., for the purpose of asserting the right of the public to play cricket in the park. Come early. Come quietly, without ribbons of any colour. Be worthy of the occasion, and if you detect any one (who may be hired for the purpose) disturbing the peace or destroying property, seize them immediately, and hand them over to the police."

Is it to be supposed that in defiance of the authorities a meeting of this kind could establish themselves in one part of the park, clear the ground, and indulge in their harmless sport for the day. It is true that no riot would be probable — the meeting would be most beneficial in its object, but would the persons who, as individuals, were permitted to pass within the gate for the purpose of promenade, be entitled to organise themselves into a body, and in that corporate character take possession of a portion of the privileged inclosure. There is a general feeling that this cannot be so, but there seems to be some fear that the law is the other way. We believe that here there is misapprehension, and that the popular feeling and the legal view are identical. We have the opinions of the law advisers of the Crown given in 1856, to the effect that there is a right in the Crown to close the gates of Hyde Park to exclude the public, and exclude particular persons though the gates be open, but then (and this part of their opinion has created the difficulty) they go on to say that persons who have once entered the park cannot be turned out without notice that the licence is withdrawn. This limitation on the right of the Crown was understood by Sir Hugh Cairns and Sir William Bovill to mean, and they affirmed such meaning, that there was no legal authority to disperse by force any meeting for political purposes in the park. They stated their opinion that when persons had once entered the park, they could only be ejected after notice served on or brought home to certain individuals; that the Crown had nothing but the common law of trespass to rely on with its incidents, one of which is, that a man can only be turned out in the *molliter manus imposuit* fashion. No doubt the process of ejection from the grounds of the Crown must be conducted in as peaceable a manner as the ejection of a trespasser from the grounds of a subject, but a larger amount of "gentle assistance" is required to turn out a larger gathering of men than a

few individuals, and if a hundred men, under the pretence of a right of way (putting the point, for the sake of illustration, on a higher ground than is the case in reference to Hyde-park) over the land of a proprietor, openly assemble upon his property for the purpose of holding a meeting or enjoying a public sport, neither of which are within the terms of the implied contract, and due proclamation be given of the intention of the proprietor, he may, for the purpose of asserting his rights and preserving his property, be compelled to use a greater degree of force than would be justified in the case of an individual trespasser. The measure of force necessary to be used seems to us to depend entirely upon the magnitude of the opposing demonstration. When, therefore, Sir Hugh Cairns and Sir W. Bovill advised the Government last year that the then contemplated meeting of reformers in Hyde-park was not *unlawful*, so long as their conduct was peaceable, they appear to us to have been confusing the right with the remedy. The user of the park for political meetings was, at all events, after the announcement on the part of the Crown that it would not be permitted, *unlawful*, as we view the matter in the strictest sense, although it might be a question, which only the necessities of the hour could determine to what extent force might be used to prevent it. No doubt, until a riot ensues, neither the military nor the special constables can be used, but the determined removal from the park with as little violence as possible of a mass of persons who have assembled there in defiance of the Royal Proclamation must, we think, be necessarily within the power of those persons who are entrusted by the Crown with the preservation of public order in the parks. The reader will bear in mind that we have been speaking of the right to exclude from the park; we say nothing as to the expediency in any particular instance.

It is plain, however, from what has been said, that the imperfect knowledge on the part of the public of the extent to the right of the Crown to exclude political meetings from the park rendered it difficult to assert that right without the risk of a riot. Mr. Walpole's bill for preventing meetings in royal parks is now before us. It provides (section 3), that no meeting of a public character shall take place in the royal parks without the permission of her Majesty, her heirs and successors; and (section 4) that any person assisting in convening, or joining, or taking part in, any meeting, contrary to the provisions of the Act, shall be liable to be arrested without further warrant or authority, and to be summarily convicted before a police magistrate, and on such conviction shall be liable to a penalty not exceeding ten pounds; or to be imprisoned for any term not exceeding a month.

We think it very questionable whether it is expedient to legislate with such severity upon such an occasion. It would be far better, we think, to deal with the case by distinct regulation, trusting to the respect for order which generally obtains throughout the community to observe the regulations laid down by competent authority for the user of the park. If it be necessary to have parliamentary sanction to such regulations, let that sanction be obtained; but it is, we think, inexpedient to deal with the case as one requiring special penal legislation.

THE BRIBERY BILL.

Sir Colman O'Loghlen's Bill proposes to add one more to the long list of enactments whose aim is the more effectual prevention of corrupt practices at parliamentary elections. We should be very thankful for any measure which would really deal effectively with the crying evil of electoral corruption, for although in the matter of treating, things are certainly better than they were, we can see no signs that bribery, pure and simple (if we may use the expression) is on the wane. There is now in our volumes of statutes an array of enactments, all of which have been, or at least purport to have been, designed to put a stop on the offence of bribery. Since previous legislation on the subject has proved so ineffective, by what means does the new measure propose to succeed?

With a small amount of space at our disposal, we must content ourselves with examining the main principles of its provisions, as distinguished from those now in operation, or perhaps we had better say, from those now forming part of the statute law of England.

The legal definitions of "bribery," "treating," and "undue influence" (*i.e.*, those provided by 17 & 18 Vict. c. 29, s. 2), remaining unaltered, the bill provides, in the first place, that every election petition, on its presentation, instead of being referred to and reported on by an election committee of the House, shall be referred by the Speaker to three commissioners selected by him from a panel who are to be constantly at his disposal. The qualification of these commissioners is slightly different from that provided hitherto (by 15 & 16 Vict. c. 57) for the election commissioners, whom the Crown may now appoint on the presentation of an address from both Houses relative to any particular election; and in this respect the advantage seems to be with the bill. The three commissioners so nominated are to conduct their investigation at a time and place to be determined apparently by the returning officer—that is, we presume, upon the spot. They are, in effect, to possess the same powers as the Commissioners appointed under the present practice, of compelling the attendance of witnesses and the production of documents. They may punish contempt with imprisonment for three months, and witnesses who answer all questions are, as under the Acts now in force, to be entitled to a certificate of indemnity. The costs of the petition and of the inquiry are to be apportioned among the parties to the petition at the discretion of the commissioners, and one section of the bill provides that, where the commissioners shall report that the offences of bribery, treating, or undue influence have prevailed extensively, the salaries of the commissioners and their secretary, together with reasonable lodging and travelling expenses, *shall be deemed expenses incurred by the returning officer, and defrayed accordingly*—that is, out of the rates. This latter proviso has been disapprovod of by some of our contemporaries; true, it punishes the innocent with the guilty, but the innocent may be thereby induced to keep a strict watch over the proceedings of the guiltily-disposed, and we are not inclined to condemn it.

The report of the commissioners, when made, is to be laid upon the table, and if there be no appeal, the House is to act on the report, either by confirming or altering the return or ordering the issue of a new writ. The appeal is to be on this wise: any member may, within fourteen days from the time when the report was laid on the table (counting, of course, only the time during which the House has been actually sitting) move that the report be referred to an election committee of the House, on grounds to be then stated by him. If this motion be carried, the original petition is then to be reported upon by the select committee, but no evidence is to be received by them, except the short-hand writers' notes of the evidence before the commissioners. The decision of the select committee will be final.

There is thus this important innovation introduced by the bill, that in all cases the petition is referred, *in the first instance*, to a tribunal other than the House itself; and, in the event of no appeal motion being made or carried, the petition will have been finally disposed of, and the election investigated, without the House having a voice in the matter. We believe that this innovation would be an important step in the right direction. A prompt inquiry upon the spot, conducted, in the first instance, by competent persons not members of the House, is a move towards a better system of machinery. And it is important to notice in this place that on last Monday night, Sir Stafford Northcote announced that should the House be pre-prepared to abandon the appeal to itself, the Govern-

ment would be prepared to omit that clause. May we hope that this announcement, and the manner in which it was received on Monday, is an indication that the House of Commons intends, if possible, to pass an *effective* measure?

We come, lastly, to the punishment which the bill proposes to inflict on those convicted by means of its machinery, and we will contrast it with the pains and penalties assignable at present under the unrepealed sections of 17 & 18 Vict. c. 102.

Under the present law the candidate whom an election committee shall have found guilty, by himself or his agents, of Bribery, Treating or Undue Influence is incapacitated from sitting during the then Parliament; but the incapacity has reference only to the county, city, or borough at which the offence was committed. Further than this, the briber and the bribed, and all *persons* guilty of the offence of Undue Influence, are held guilty of a misdemeanour, and also (as well as the candidate who treats) liable to forfeit certain small sums to anyone who chooses to sue. Besides this, the revising barrister is to strike from the register of any county, city, or borough, the names of all persons who have been convicted of Bribery (which includes bribing and being bribed) or Undue Influence, or have suffered judgment in one of the above penal sums. And by 26 & 27 Vict. c. 29, where an election committee reports to the House that certain persons have been guilty of Bribery or Treating, the names of those who have not received certificates of indemnity are to be laid before the Attorney-General with a view to his prosecuting.

The bill makes, to begin with, a distiction between personal Bribery, &c., and offences committed through agents, and its inflictions are these:—

The candidate found personally guilty is rendered incapable of *sitting in the house* for five years, and on a second offence is incapacitated for life. If guilty only by his agents he is incapacited from sitting during the then Parliament for the county, city, or borough in question.

The Commissioners are to report the names of persons "*other than the candidates complained of*," with a view to the Attorney-General prosecuting where such persons have received no certificate of indemnity. And if a candidate knowingly employs at any election the services of any person who has been previously found guilty of bribery, &c., his election is to be void.

Thus the penalty inflicted on the candidate for a personal offence by the new bill is much severer than under the present law. The vicarious offence receives no severer visitation and is let off the liability to forfeit £100 or £50, as the case may be, while, as regards the guilty voter, all he has to bear is the Attorney-General's prosecution in case he should be so unlucky as not to obtain his certificate of indemnity. The additional infliction on the candidate whe is personally guilty is good; the infliction can hardly be too heavy, though if the penalty be made too severe, there might, as in cases of infanticide, be a difficulty in getting any tribunal to convict. But what candidate ever is personally guilty of bribery? A candidate must be rather silly if he resorts to personal bribery, when he can get the whole thing managed for him through mysterious individuals "from town," pay the bill through some occult channel, and know nothing of the nasty details himself. And yet Mr. Bernal Osborne was assuredly right on Monday evening, when he said that "one-half the House would never have entered it at all, if they had not happened to have long purses, and been prepared to spend the contents of those purses." Here is a blot on the bill. There is an enormous amount of bribery at every general election, and this bribery is almost universally conducted through agents; and yet the new bill, which is supposed to deal so severely with the offence, inflicts no heavier penalty on the offence as so conducted, but, on the contrary, lets it off rather easier than before. As regards the voter, he is, as a rule, less to blame than the gentleman who tempts him; but if he is to be punished at all, what is the use of the provision in the new bill respecting prosecution by the Attorney-General? How has such a provision worked in time past?

The candidate who offends personally, then, is much more severely dealt with than before; the candidate who offends, as the custom is with those who do offend, by his agents, is let off, a little easier than before, and the voter is let off a good bit easier than before. It is needless therefore to say that, in our opinion, this portion of the bill is gravely defective, the reverse of an improvement on the present law.

We have now gone through the bill roughly, and we have praised and blamed. It is a remarkably clumsily-drawn bill, but that is comparatively unimportant. There remains to notice an objection to the bill more serious than any we have yet brought forward. The alterations proposed are alterations merely of machinery, and something more is needed. We want to insure an inquiry as far as possible whenever there is anything to inquire into, and we shall never get near such a consummation by any machinery of presented petitions. What proportion does the number of petitions presented since the last general election bear to the number of constituencies in which corruption then prevailed extensively?

Setting aside the chance of an intended, or even a presented one, being "squared," many reasons conduce to prevent elections from being controverted on the score of corruption.

The risk of expense must deter many voters from undertaking so invidious a task, and a candidate whose own agents have been "busy" may consider himself as living in a glass-house, and prefer throwing no stones. Or an innocent candidate who has been defeated by corruption may, and often does, become so disgusted that he washes his hands of the whole affair.

The small boroughs are rarely the subjects of petitions, and yet their corruption is notorious. Lyme Regis, for instance, with its 250 or 300 electors, is one of the most corrupt constituencies in England, but there are no petitions now-a-days from Lyme. The fact is that, pre-eminently in the small boroughs, both electors and candidates dread the disfranchisement of the place, and in larger constituencies there are often wise reasons for remaining quiet and hoping to succeed another time. Until the discretion of instituting an election inquiry is entrusted to some public officer or officers, we cannot hope that any measure for the prevention of electoral corruption will succeed in its object short of that time to which Mr. Bernal referred the other day, when bribery shall "come to be looked upon as infamous and what is called ungentlemanly."

THE LEGAL STATUS OF THE COLONIAL CHURCH.

This question, to which public attention has been much drawn of late, is the subject of great confusion and uncertainty. It has been estimated that the recent decisions upon the subject directly affect nine, and indirectly twenty-five colonial bishoprics. The question affects also a multitude of transactions, whose validity depends on the episcopal character of these functionaries, such, for instance, as the validity of the orders conferred upon colonial clergymen by them. We are of course concerned merely with the dry legal questions involved, and to these we shall strictly confine ourselves. With any further considerations we have nothing to do. Our motto must be *Fiat lex*.

The status of the Church in any colony depends materially upon the condition of the colony itself. If it be what is termed a Crown colony, there the Crown can of its own authority constitute by letters patent, or otherwise, an established Church like that of England. But as soon as the colony has received an independent Legislature, the Crown ceases to have any such power without the concurrence of the colonial Legislature. The distinction appears sufficiently obvious; yet, strange to say, it was overlooked until the case of *Long* v. *Bishop of Cape*

Town, 1 Moo. P. C. N. S. 411, 11 W. R. 900, referred to below. In the cases of Cape Town, Natal, and others, letters patent had been granted which purported to create bishoprics possessing coercive jurisdiction: but, inasmuch as the letters patent were issued after the colonies in question had received an independent Legislature, it has been decided that they were invalid for that purpose. It is with dioceses in this position that the difficulty exists; for where the letters patent purporting to create a bishopric have been effectual by reason of the colony having been at the time a Crown colony, or where, as in some cases, the colonial Legislature has itself given an authoritative position to the Church, no question has yet arisen.

It is further necessary to remind our readers for a moment of the difference between an established and a voluntary religious association. In the former case, as for instance that of the Church of England, the laws of the Church are part of the laws of the land, and there exist special ecclesiastical tribunals for the enforcement of those laws. In the latter case the State, and the State tribunals, take no notice of the religious association, or its laws, except thus far. If the association is possessed of property, or other rights, the civil Courts, if appealed to, will determine who is entitled to that property, or to those rights, just as they would in any other case. And if all members of that association are bound by particular rules, or to the profession of particular doctrines (which, of course, must be proved by evidence, like any other matter of fact), the Court holds that any person joining that association has contracted to abide by its rules, and will compel him to perform his contract, thus indirectly giving effect to the rules in question. If the religious body has established tribunals for the trial of offences against its rules, and these tribunals have made a decision upon the matter in hand, the courts of law will enforce that decision, if made within the scope of the authority of the tribunal in question, and if the proceedings have been conducted consistently with the principles of justice. This is the position of dissenting bodies in England and in the colonies, of the Episcopal Church in Scotland, and of all religious bodies alike in countries where there is no established church—as in the United States. We believe that a case is now pending before the Privy Council, affecting materially the Dutch Calvinist Church at the Cape of Good Hope. This principle of law has been recognised again and again in our courts, and is well illustrated by *Dr. Warren's case*, reported in Grindwood's Compendium. Dr. Warren was an eminent Methodist minister, who had been deprived of his office by the district committee of that body for abusive language towards another minister. He moved, before Shadwell, V.C., and subsequently before Lord Lyndhurst, for protection in the possession of his chapel; but those judges came to the conclusion that, by the constitution of the Methodist body, every minister agreed to be bound by the decision of the tribunal in question, and that being so, they at once refused the application, declining to enter at all into the propriety of the decision. In analogy to this case, the Master of the Rolls, in the case of *Bishop of Natal* v. *Gladstone*, L. R. 3 Eq. 1, laid down that the Church of South Africa—supposing a voluntary and independent religious association to be formed by that name—might establish an irresponsible tribunal whose decisions should be final, whatever might be their nature or effect; and that in this case the civil courts would enforce the decisions of such a tribunal upon all members of that association. But this would, of course, require special and express provision to that effect.

It is necessary, therefore, to keep clearly in mind the essential distinction between a coercive and a consensual jurisdiction; the former being a distinct part of the law of the land, the latter being founded on contract merely. It must also be remembered that acts founded upon the supposed possession by a bishop of coercive jurisdiction may possibly be supported upon the ground of *consensus* or contract. With these preliminary observations we proceed to examine the cases in question.

The facts in *Long* v. *The Bishop of Capetown* were briefly as follows:—As we have already mentioned, the letters patent establishing the bishopric, though subsequent to the creation of a colonial legislature, purported to confer coercive jurisdiction, and, until the institution of the suit, it was always imagined that they had so conferred it. Under these circumstances Mr. Long was ordained and licensed by the bishop, and took the oath of canonical obedience to him. He also accepted an incumbency under him. In 1856 the bishop summoned an assembly of the church in his diocese, by which assembly a regular system of synodical government was established, which professed to be binding upon all the members of the church in South Africa. Mr. Long had never given any assent to the convocation of this assembly, and subsequently refused to recognise the synod, thereby directed to be assembled, by reading the necessary notices in church. For this offence the bishop, after due remonstrance, proceeded to try him before a court composed of himself and certain assessors, all of them clergymen, and sentenced him to be deprived of his living. Mr. Long thereupon applied to the Supreme Court of the colony for an interdict to forbid the bishop, or any nominee of his, from interfering with the possession of the living. The Supreme Court held that, although, for the reason so often referred to, the bishop had no coercive jurisdiction, yet that Mr. Long had, under the circumstances above mentioned, given the bishop a consensual jurisdiction over him, and that he had been lawfully deprived. From this sentence Mr. Long appealed to the Privy Council, who agreed with the Court below in holding that the bishop had no coercive jurisdiction, but that he had a consensual jurisdiction over Mr. Long. They considered, however, that Mr. Long could only be held to have submitted himself to the authority of the bishop to such an extent, as to enable the bishop to deprive him of his benefice for any cause which would authorise the deprivation of a clergyman by his bishop in England; and that, inasmuch as the synodical constitution in question was not recognised by the law of the Church of England, and was, in fact, opposed to that law, Mr. Long could not be called upon to recognise the synod, and the bishop could not deprive him for such refusal; and they accordingly pronounced sentence in favour of the appellant.

The next case was *In re the Bishop of Natal*, 3 Moo. P. C. N. S. 115, 13 W. R. 549. In 1853, Bishop Gray being then Bishop of Cape Town, which diocese at that time comprehended Natal, an arrangement was made, by which Bishop Gray was to resign his office; his former diocese was then to be sub-divided into three dioceses, Cape Town, Graham's Town, and Natal. Bishop Gray was to be appointed to Cape Town, with the authority of a metropolitan over the two other sees. This was carried into effect. Bishop Colenso was appointed to Natal, but, by some accident, the patent appointing him bishop was issued before that to Bishop Gray. It professed to give the bishop of Natal coercive jurisdiction in that diocese, and declared that he should be subject to the Bishop of Cape Town as his metropolitan. At that time there was, strictly speaking, no bishop of Cape Town. Bishop Colenso was consecrated before the patent to the Bishop of Cape Town was issued, but he appears not to have taken the oath of canonical obedience to him, as metropolitan, until the day of the date of the patent to Bishop Gray. In 1863 the Bishop of Cape Town deposed the Bishop of Natal for false doctrine. Thereupon the Bishop of Natal presented a petition to her Majesty in Council praying that this sentence might be declared void. The Privy Council, in the first place, held that, as, according to *Long* v. *The Bishop of Cape Town* (*supra*), the letters patent were void so far as they purported to give the Bishop of Cape Town any coercive jurisdiction over his clergy, so they were equally ineffectual to give him any coercive jurisdiction over the bishops of his province.

They were equally of opinion that he had no consensual jurisdiction over Bishop Colenso derived from any submission on the part of the latter. On this point we propose to comment hereafter. They, therefore, declared the sentence of deposition null and void.

The facts of the remaining case, *Bishop of Natal* v. *Gladstone*, 15 W. R. 29, L. R. 3 Eq. 1, need not delay us long. The defendants were the treasurers of the Colonial Bishopric's Fund, a fund of long standing, derived from voluntary contributions. Out of this fund the salary of the Bishop of Natal was provided, but since his deposition by the bishop of Cape Town, the defendants had refused to pay it. The bishop accordingly filed his bill, praying that the defendants, as trustees for him, might be ordered to pay him his salary as bishop. The defendants carefully abstained from raising any question as to the orthodoxy of the bishop, influenced, it is understood, by an unwillingness, on ecclesiastical grounds, to bring such a question before a temporal court. They contended only that the fund had been raised for the purpose of endowing bishoprics of the Church of England in the colonies, and that the effect of the cases above mentioned was, that the plaintiff was not such a bishop as was contemplated by the contributors of the fund, and that, therefore, he was not entitled to participate in the benefits of it. The Master of the Rolls, in deciding the case, was therefore, confined to the simple question, whether, inasmuch as the plaintiff possessed no coercive jurisdiction himself, and was subject to the authority of no ecclesiastical superior, his position was so entirely different from that contemplated by the donors of the fund, that it would, in point of fact, be a breach of trust on the part of the trustees, to apply any portion of the fund in his favour. It is understood that no appeal from this decision is intended to be made. His Lordship, however, in a judgment of two hours' duration, took occasion to discuss the whole position of the colonial church, travelling, as we venture to think, upon some points very far from the immediate question before him. He held that inasmuch as, according to the opinion of the court in *Long* v. *Bishop of Cape Town* (supra), the plaintiff could exercise a consensual jurisdiction over all who joined themselves to his communion, and could enforce his authority by application to the temporal courts, the purpose designed by those who founded the see could not be held so entirely to have failed, as to justify the trustees in withholding his salary from the plaintiff. But having intimated his opinion that even if the colonial church were exactly in the same position as any mere voluntary association, the plaintiff would be entitled to succeed, he next laboured to show that it was in a different and a better position. The sum of his remarks upon this score, we understand to be as follows:—The colonial church is an integral part of the church of England; as such, it is bound by the laws of the Church of England, which it cannot alter without losing this character. The validity of its orders, &c., will be recognised in England; and if any question relating to it be brought before a court of law, either in England or the colonies, the court, instead of enquiring upon evidence what are its rules and doctrines, which would be the course pursued in the case of any mere voluntary association, will at once treat it and its members, as bound by the laws of the church of England, with which the court is judicially acquainted. The Crown is, by virtue of its supremacy, alone entitled to appoint bishops in the church of England. The letters patent granted to the plaintiff, though they have failed on some points, are by no means inoperative, for they have made the plaintiff bishop of such a church as has just been described; and they are the only means by which such a bishop can be appointed. The plaintiff, as such bishop, can, with the aid of the civil courts, exercise an effective control, according to the law of the Church of England, over all persons who join themselves to the community over which he presides. His Lordship added, that a body calling itself the Church of South Africa in union and full communion with the church of England, would not be a part of the Church of England. It would be a voluntary association, whose rules and doctrines would have to be ascertained by evidence at a trial before a court of law; and the validity of its orders would not, as he apprehended, be recognised in this country.

The distinction between the two bodies spoken of by his Lordship is, after all, somewhat thin. As regards the different modes of procedure to be adopted before a court of law, it is clear that all difficulty might be obviated by an authoritative declaration on the part of the Church of South Africa that (with certain specified exceptions or additions, if necessary), all its members submitted to be bound by the same laws by which members of the church in this country are bound. And, in the absence of any express declaration, evidence would, of course, be admissible to show that such was the case. The invalidity in England of of the orders granted in such a church would be a more serious matter. It must, however, be remembered that the expressions of Lord Romilly upon this point are mere *obiter dicta*, and have not the force of a decision.

A point much discussed before the Master of the Rolls, and which has an important bearing on the legal position of the colonial Church, was this. It had been decided that the plaintiff was not subject to any metropolitan authority. By whom, then, if at all, could the plaintiff be called to account for false doctrine or misconduct? It was contended on the part of the defendants that the plaintiff was subject to no jurisdiction whatever, and that this was a position so harmful, and so alien from the condition of an English bishop, as to defeat the object of the contributors to the fund, and so to disentitle him to his salary. It therefore, somewhat curiously, became the interest of the plaintiff's counsel to point out some method by which he might be brought to account. They suggested that an application might be made to the Queen's Bench for a *scire facias* to revoke the patent, or that the Crown might, as general visitor of the church, issue a special commission to try the plaintiff. To this latter suggestion it was replied that it amounted to no less than a proposal to re-establish the High Commission Court. "Woe to that law officer of the Crown," said Sir Roundell Palmer, warming with his argument, "who should venture to recommend such a course to her Majesty. I should be very sorry to undertake such a responsibility." The point was touched upon by Lord Romilly in his judgment. Adverting to the circumstance that no objection was raised by the defendants on the ground of false doctrine, though it was admitted that such a plea, if sustained, would have constituted a complete defence, he observed that had such a plea been raised, he might have thought fit to suspend his decision until after a *scire facias* had been applied for, or until recourse had been had by petition to her Majesty, but that if no other Court could entertain the question, he undoubtedly should have decided it himself. We apprehend that the Court of Chancery both could and would, in accordance with this expression of opinion, entertain such a question in a matter of trust like the present case; but the effect of its decision could only be to deprive the Bishop of pecuniary benefit from the fund in question. Whatever stigma such a decision would affix to him, it would leave him still in *statu quo*, so far as his episcopal position was concerned. And it is exceedingly difficult to see in what way known to the English law he could be deprived of it. That a bishop may be tried and deposed by his metropolitan is proved not only by *The case of the Bishop of Clogher*, Ann. Reg. 1822, which went by default, but by the case of *Bishop of St. Davids* v. *Lucy*, 14 St. Tr. 447, 1 Ld. Raym. 447, 539, where the bishop was deprived for simony, and other grave offences, after protracted arguments both before the Commissioners Delegates and the Queen's Bench.*

* We are wholly unable to conceive what the appellant's counsel in *Re Bishop of Natal* can have meant by arguing that this power was taken from the archbishop by the 3 & 4 Vict. c. 86.

But it is supposed that no such authority exists in the case of Bishop Colenso. It is possible that an application to the Queen's Bench for a *scire facias* to revoke the patent might be successful, but there is no authority for it in such a case. The nature of the second step contemplated by the Master of the Rolls as possible, we do not clearly understand; but if it refer to an exercise by the Crown of its general visitorial power, as suggested by the counsel for the plaintiff, we apprehend that it would be contrary to the Acts abolishing the High Commission Court, 16 Car. 1, c. 11, 13 Car. 2, c. 12, which we conceive to be in force in the colonies; and this contention would seem to be supported by *Re Bishop of Natal* (3 Moo. P. C. N. S. p. 153).

It has been found difficult by many in high quarters to reconcile this judgment of the Master of the Rolls with the previous decisions of *Long* v. *Bishop of Cape Town*, and still more *In Re Bishop of Natal*. This difficulty has been especially expressed by Professor Bernard (late of the Chancery Bar) in a pamphlet entitled "Remarks on some late decisions respecting the Colonial Church" (James Parker & Co.). And, unquestionably, there are passages in the respective judgments which appear to be at variance. On the whole, however, it is our own opinion that there is no real discrepancy. Lord Romilly certainly did not intend to differ from the former cases, for he expressly adopts and approves of them. Nor do we think that he has done so. Professor Bernard says (p. 7) that the judgments appear to be at variance, "unless it be true that the word jurisdiction, or the phrase 'authority to deprive,' is used by the Judicial Committee in one sense, and by the Master of the Rolls in another." We submit that this is exactly the case. The point which the Judicial Committee were considering when they used the controverted expressions was the *coercive* authority of colonial bishops. The Master of the Rolls is adverting to their *consensual* jurisdiction. We apprehend that this is the true key to the interpretation of all three judgments, and that when the Judicial Committee said, in *Long* v. *Bishop of Cape Town* (p. 461), that the Colonial Church "is in the same situation with any other religious body—in no better, but in no worse position," they were speaking of the powers of that body over its own individual members, and not of any such collateral advantages as are pointed out by Lord Romilly; and when they said, in *Re Bishop of Natal* (p. 149), that the Crown had no power to assign to a bishop any diocese, or give him any sphere of action in a colony possessing an independent legislature, they meant a diocese in which he could exercise a coercive jurisdiction.

It remains to make some remarks on the consensual jurisdiction in these cases. In *Long* v. *Bishop of Cape Town* (sup.), it will be remembered that the Privy Council held that Mr. Long had, by his acts, given the bishop consensual authority over him, while in *Re Bishop of Natal* (sup.), it was held that Bishop Colenso had not done so. This point is discussed very shortly in the latter case; and it is not easy to understand the grounds upon which the judicial committee proceeded. Lord Westbury, who delivered the judgment, says that there is nothing upon which such an argument can be put, unless it be the oath of canonical obedience; and that "the argument must be that, both parties being aware that the bishop of Cape Town had no jurisdiction or legal authority as metropolitan, the appellant agreed to give it him by voluntary submission;" and that he can find no trace of such an agreement. Now here it appears to us that his Lordship is at variance with the case of *Long* v. *Bishop of Cape Town*; for Mr. Long was not aware any more than Bishop Colenso, that the coercive authority, which the Letters Patent purported to give, had no existence; yet he was held by the Privy Council to be bound by his submission. Lord Westbury proceeds, that even if the parties intended to enter into such an agreement, "it was not legally competent to the Bishop of Natal to give, or to the Bishop of Cape Town to accept or exercise, any such jurisdiction." His Lordship gives no reason for this statement, and we confess to considerable difficulty in understanding it. It could not be contended for a moment that the bishop of a purely voluntary community, such for instance as the Roman Catholick church in the colonies, could not by contract, give to another bishop, authority over him as his metropolitan, just as a Wesleyan minister gives authority over him to the conference. It is possible that Lord Westbury, considering the colonial church to be still united to the Church of England, in some such manner as that subsequently indicated by Lord Romilly in *Bishop of Natal* v. *Gladstone* (sup.), was of opinion that, to give such authority, would be in derogation of the rights of the crown. Much stress was laid by counsel upon the circumstance that the Bishop of Natal's patent was prior to that of the Bishop of Cape Town. But this is not adverted to in the judgment. Moreover, it seems that the oath of obedience was not taken until after the latter patent was issued. And in *Bishop of Natal* v. *Gladstone* (12 Jur. N. S. 972), the plaintiff's counsel admitted in argument, that the plaintiff owed "canonical obedience," of course on the ground of contract, to the bishop of Cape Town, which they conceived would extend to commands to reinstate a curate, &c., though they contended that it did not amount to a consent to be tried by him. At any rate this objection is peculiar to the case of Bishop Colenso himself. It would not extend to his successors, or to any other bishop whose patent was, as it ought to be, subsequent to that of his metropolitan. It may be remarked also, that if the oath of canonical obedience, which was all that existed in the case of Bishop Colenso, be not enough of itself to give consensual jurisdiction, other acts of submission may be joined to it, which would appear to be sufficient for that purpose. Such, we conceive, would be the case with those bishops who sat with the Bishop of Cape Town as his suffragans in the court which affected to try Bishop Colenso.

A further question here suggests itself. If the Privy Council were right in holding that Bishop Colenso had not given the Bishop of Cape Town any consensual jurisdiction over him, how far could it be held that a clergyman of Natal had, before the decision of the cases to which we have so often referred, and in ignorance of the law laid down in them, given any consensual jurisdiction to Bishop Colenso over him? If Lord Westbury's *dictum* above mentioned be correct, it would seem to follow that he had not done so. But this would be contrary both to *Long* v. *Bishop of Cape Town*, and to *Bishop of Natal* v. *Gladstone*. The point would, however, as we conceive, be open to argument in the case of any legal proceeding on the part of the Bishop of Natal against a clergyman refusing to recognise or obey him. In the case of a colonial clergyman who has unequivocally acknowledged the authority of his bishop *after* these cases were decided, no such question would, of course, arise.

It has been ingeniously observed by Professor Bernard that the question of consensual jurisdiction did not properly come before the Privy Council in *Re Bishop of Natal*. Such a question would, like other cases of contract, come originally before the colonial courts of law, from whence, no doubt, an appeal would lie to the Privy Council. But no such process was gone through in the above case, which arose upon a petition presented directly to her Majesty, without any proceedings having been taken in the colonial courts. Professor Bernard contends, therefore, that the opinion of the Privy Council upon this point is merely an extra-judicial *dictum*, and has not the force of a decision, the question not being properly before them. If this be so, it would be open to the Bishop of Cape Town to pronounce a fresh sentence, or, perhaps, to proceed upon the old sentence—on the ground of contract, and to endeavour to enforce the same through the medium of the colonial courts of law, with an ultimate appeal to the Privy Council. But, having regard to the expressions of Lord Westbury in *Re Bishop of Natal*, 1 Moo. P. C. N. S. 156, on the point

of jurisdiction, such a course would not seem very promising.

In conclusion, we can only regret the confused and uncertain state of the law upon this question. It is impossible not to feel that the South African bishops, as well as the Council for Colonial Bishoprics, who furnished their endowment, have much cause to complain. They had every right to suppose that the patents granted to them, with the advice of the law officers of the Crown, of whom Lord Westbury was one, effected that which they purported to effect. They now find themselves in a position unquestionably very different from that which they supposed themselves to occupy, and from which they have yet no means of retiring. Nor is it easy to see how these difficulties are to be solved. An Act of Parliament would do something; but an English Act of Parliament would not be effectual in a colony possessing an independent Legislature. Nothing but a separate Act in each separate colony would really be sufficient; and of this we see at present no sign. It seems pretty clear from the expressions which fell from Lord Westbury in *Re Bishop of Natal*, p. 151, that the error arose from the circumstance that the language of the patents appointing the East Indian bishops was followed by the compilers of the patents in subsequent cases, without adverting to the fact that the Indian bishops were appointed under an Act of Parliament. The effect produced by the creation of independent colonial Legislatures ought, however, to have struck any lawyer; and the inadvertence reflects no credit on those who were at that time the legal advisers of the Crown.

RECENT DECISIONS.

EQUITY.

TAXATION OF COSTS AFTER PAYMENT ON ACCOUNT OF PRESSURE.

Re Newman, M. R., 15 W. R. 630; *Re Brady*, M. R., 15 W. R. 632.

The circumstances under which a solicitors paid bill will be referred for taxation are not very well settled, a great deal being naturally left to the discretion of the Court in each case; but as the cases which stand at the head of this article seem to raise many of the points which occur most frequently on applications to tax after payment, and seem to carry the law on the subject somewhat further than before, it may be well to make a few remarks on them.

It may be laid down as a general proposition that to entitle a client to tax a bill after payment he must prove overcharge, but, there is this broad distinction running through the cases, that if the client cannot prove pressure on the part of the solicitor, then he must point out great overcharge, and such as amount to fraud, while if he can prove pressure it is sufficient evidence of overcharge if he makes it appear *probable* that on taxation the bill will be considerably diminished: thus the main points to be considered in such cases are, *first*, whether the circumstances amount to pressure; *second*, is there sufficient presumptive evidence of overcharge. The case of *Re Newman* is of importance in respect of the first, and *Re Brady* in respect of the second of these questions.

What the Court means by pressure is that the client has been practically obliged to pay a bill of costs without having an opportunity of inspecting and examining it, because the solicitor, having deeds in his possession which he knew it was of importance to the client to obtain, refused to deliver them up unless his bill was first paid or because the solicitor has taken other undue advantage of the embarrassment of the client and the exigencies of his position. For example, in *Re Pugh*, 1 D. J. S. 673, a bill containing items down to the day of its delivery was paid on the day of delivery, in order that a purchase which was fixed to be completed on that day might not be delayed, which would have caused considerable inconvenience and delay. It was also shown that the client paying the bill was in straightened circumstances, somewhat pressed by debts, and that an early settlement was important to him, and taking all the circumstances into consideration, the Lord Justices ordered taxation, though Lord Justice Turner observed that it came very near the line.

But suppose the client himself causes the whole of the embarrassment and difficulty, which makes it inconvenient for him to delay the completion of a purchase, or to leave deeds in his solicitors hands for a few days while he examines the charges in the bill, can it then be said that there was no pressure on the part of the solicitor sufficient to take the case out of the ordinary rule that a client paying his bill without examining it cannot afterwards have it taxed? For it has been held that even a week has been sufficient opportunity for the client to examine the bill and to exclude the question of pressure.

Such a case seems to bear an analogy to the well-known cases at common law in which the principle has been laid down that if A. so deals with his own property that B. cannot make the most profitable use of B.'s own land without causing damage to A., then no action lies at the suit of A. against B. For example, if I erect a new house on my land just where my property borders on my neighbour's, and part of the house is erected on the confines of my neighbour's land, then if he afterwards digs his land near the foundations of my house, but not touching my land, so that the foundation of my house and the house itself falls into the pit, I have no right of action against him because it was my fault in building the house so near, and I had no right by my act to hinder him from making the most profitable use of his own land: *Humphries* v. *Brogden*, 12 Q. B. 739. So it may be said that the solicitor has a perfect right to keep his client's papers in his hands as a security for his professional charges, and that if the solicitor, dealing openly and at arm's length with the client, chooses to say "Here is my bill, keep it and examine it, but I have a lien on your papers, and you shall not have them till you have settled with me," this is no more than he has a right to do; that it is making the most profitable use of his rights, and that if the client finds it necessary, on account of embarrassments and difficulties with which the solicitor has nothing to do, to pay the bill at once and to get his papers, he surely cannot complain that any special pressure has been put upon him; and that, if taxation after payment is to be ordered in such a case, it is allowing the client so to deal with his own as to prevent the solicitor from making the most profitable use of his rights which has been shown to be contrary to the principles of our law.

But it must be borne in mind, on the other hand, that the Court of Equity has a strong disposition to relieve against the consequences of anything like an advantage taken of the embarrassments of another.

Prima facie every man has a right to get the best bargain he can for himself, but if he is dealing with a man fettered by embarrassments, the Court of Equity in very many cases requires a certain caution to be used in dealing with such one. It is, of course, a man's own fault, and none of mine, if he suffers from *delirium tremens*, or if he cannot read, but the Court will nevertheless expect me to deal with him otherwise than with one better qualified to cope with me.

These are conflicting principles, and to these must be added the consideration that the Court scrutinizes rather jealously the conduct of solicitors, as officers of its own, who by their position have certain advantages over other men, as we said just now. Much in these cases is left to the discretion of the Court, and will depend on the circumstances of the individual case. It seems however to result from the decision upon the subject, that a solicitor's bill will be ordered to be taxed after payment, if the pressure, as defined by the Master of the Rolls, *ubi inf.*, be shown, coupled with a reasonable probability of a material overcharge.

In *Re Newman* (*ubi sup.*); the client had become em-

harrassed, and paid the solicitor's bill in order not to delay a purchase which it was necessary for him to complete because he wished to raise money by mortgage on the property when bought. The solicitor, according to his own account, knew nothing of the embarrassment; he had, however, been informed of the proposed mortgage shortly before the time fixed for completing the purchase, and he offered to postpone the completion of the purchase in order that the client might investigate the bill, but declined the client's offer to pay the bill without prejudice to the right to tax, if upon investigation the charges should prove unreasonable. It was contended that if there was pressure, it was caused by the act of the client, and therefore there ought to be no taxation, but the Master of the Rolls ordered the bill to be referred.

It remains to refer shortly to the point decided in *Re Brady* as to the second question, which constantly occurs in these cases, viz., what is sufficient proof of overcharge.

It has been long settled that however much pressure is proved the Court will only direct taxation after payment if there is at least a reasonable belief that if the bill be taxed some of the charges will be disallowed, and the absence of any affidavits as to item of overcharge was held a reason for dismissing an application in *Ex parte Barton*, 4 D. M. G. 108.

In *Re Brady*, which however was not a case of pressure, so that it was necessary to prove overcharge more particularly, a bill included a voluminous correspondence carried on between the solicitor of a loan society and the trustees under a deed of assignment by a debtor for the benefit of his creditors; there were 165 letters, and the counsel for the applicant contended generally that many of these were wholly unnecessary, though there was no affidavit specifying particular items of overcharge.

The Master of the Rolls nevertheless ordered the bill to be taxed on account of the number and character of these letters, and observed that, in his opinion, where a bill is delivered at or very shortly before the time fixed for completion, accompanied by an intimation that the solicitor will be paid, that is *pressure*.

COMMON LAW.

Sandeman v. *Scurr*, 15 W. R. 277.

It not unfrequently happens that general principles are correctly stated in the judgment of a case and a logical result deduced from those principles, and yet the decision is unsatisfactory, because the law so laid down is not applicable to the particular facts upon which the Court are called upon to decide. On the face of a judgment of this kind there is nothing to find fault with, but when the circumstances of the case are examined the error of the decision becomes apparent. The judgment in *Sandeman* v. *Scurr* appears to be somewhat of this nature. The principles upon which the judgment is based are unexceptionable, but it may be doubted whether those principles could be properly applied to the facts of the case, although the decision is supported by an authority almost precisely in point. In *Sandeman* v. *Scurr* the action was brought by the owners of some goods against the owners of a ship in which the goods had been loaded, for damage caused by negligent stowage. The ship had been chartered by a charter-party, which did not amount to a demise of the vessel by, the defendants, and the charterers had put her up in a port in Portugal as a general ship, and had received the goods of the plaintiffs, amongst others, as part of a homeward cargo. The master of the ship signed bills of lading for the goods in the ordinary way. The plaintiffs did not know that the ship was chartered. The cargo was loaded by stevedores, and it was the result of their negligent stowage that was complained of, but the Court held that, under the circumstances, in point of law, it was the same as if the master had stowed the goods. The defence relied on by the defendants was that the bills of lading were signed by the master as the agent of the charterers, and that the goods were received on board the ship to be carried, not by the defendants, but by the charterers, and that, therefore, the charterers alone were liable for any damage caused in negligently stowing the goods. The Court held that the action might be maintained, and that the defendants were liable to the plaintiffs for the damage occasioned by the bad stowage. The Court said:—"Our judgment proceeds upon the ground that the plaintiffs, having delivered their goods to be carried in ignorance of the vessel being chartered, and having dealt with the master as clothed with the ordinary authority of a master to receive goods, and to give bills of lading on behalf of his owners, are entitled to look to the owners as responsible for the safe carriage of the goods . . . We think that so long as the relation of owner and master continues the latter, as regards parties who ship goods in ignorance of any arrangement whereby the authority ordinarily incidental to that relation is affected, must be taken to have authority to bind his owners by giving bills of lading. We proceed upon the well-known principle that where a party allows another to appear before the world as his agent in any given capacity, he must be liable to any party who contracts with such apparent agent in a matter within the scope of such agency. The master of a vessel has by law authority to sign bills of lading on behalf of his owners. A person shipping goods on board a vessel, unaware that the vessel has been chartered to another, is warranted in assuming that the master is acting by virtue of his ordinary authority, and, therefore, acting for his owners in signing bills of lading."

No one will dispute the correctness, in point of law, of the propositions upon which this judgment is founded. But are they applicable to the facts of the case? That is, if a ship is put up at a foreign port as a general ship, is the master thereby held out as being ready to receive goods as the agent of the shipowner. In other words, would mercantile men be led to believe by such conduct that in contracting for the carriage of goods by such a ship they were *prima facie* contracting with the owner of that ship. If, under such circumstances, the master would, as a matter of fact, be presumed by merchants and others engaged in business to be the shipowner's agent, then the principles in the judgment of this case were properly applied, and no objection can be taken to the decision. But we almost think that the contrary would in most cases be the presumption. It is a fact that the vast majority of English ships which take cargoes at foreign ports do so not for their owners but for those who have chartered them. So that, in the usual course of business, bills of lading are much oftener signed by a master as the agent of a charterer, than as the agent of the shipowner. If this is so, and really there can hardly be a doubt about it, it is evident that the mere fact of putting up a ship at a port and receiving goods on board to be carried, would not, in ordinary cases, induce people to believe that they were dealing with the shipowner. Such a presumption which, no doubt, would arise but for the well-known usage of chartering ships, is rebutted by the everyday experience of trade which shows, as a matter of fact, that the probability under such circumstances is that the master is not the agent of the shipowner in making contracts to carry goods. If this view of the case be correct, the decision in *Sandeman* v. *Scurr* is unsatisfactory, because the goods were in fact received on behalf of the charterer, and it is only on the supposition that the master was held out as the shipowner's agent that the judgment can be upheld.

Of course what we have said as to the shipowner's liability only applies to the case where the ground of action is substantially (irrespective of any technical question as to the form of the action) one of contract. If any inquiry were caused by the master by negligent navigation, as for instance by coming into collision with another vessel, the owner would clearly be liable. Here

there would be no question of contract, but merely a tort committed by a servant within the scope of his ordinary employment, and the shipowner would be liable to make compensation for any loss so occasioned by the negligence of his servant in accordance with the rule that a master is liable for the wrongful acts of his servant done in the ordinary course of his employment.

The decision in *Sandeman* v. *Scurr* really depends upon a mere question of fact—did the defendants or did they not, hold out the master as their agent? The Court decided that they did do so, and it is this decision upon a matter of fact that we venture to think was not justified under the circumstances. The case of the *St. Cloud* cited in the judgment, is also an authority that persons shipping goods on board a ship, in ignorance of the fact that she is chartered, are entitled, if the charter-party does not operate as a demise of the vessel, to hold the shipowner liable for any breaches of the contract of carriage if the goods have been received by the master in the ordinary course of business, and it is therefore not likely that the decision we are now commenting upon will be disturbed unless the question is brought before a court of appeal. When we reflect upon the number of cargoes that are loaded during the course of each year upon chartered ships, and remember that the business of loading cargoes at foreign ports is usually transacted through the ship's agents without any inquiries as to whether the agents are acting for a charterer or the shipowner, we shall see that this case is of no inconsiderable importance, and deserves to be well known in all mercantile circles. For the future it will be necessary for owners of chartered ships to give notice in some way or another, as by introducing a special term in the bill of lading that the contract of carriage of goods during the existence of the charter-party, is with the charterer only, and not with them, otherwise they may upon the authority of *Sandeman* v. *Scurr* be held liable for any breach of that contract at the suit of any owner of such goods who was ignorant of the existence of the charter at the time the shipment was effected. It must in conclusion be observed, although it is not material for the consideration of the points we have been noticing, that the court said that the decision would have been different if the effect of the charter-party had been to create a demise of the ship to the charterers, and they also expressly guard themselves from deciding whether the charterer would or would not have been liable if an action had, under the circumstances, been brought against him.

Butler v. *Knight*, EXCH., 15 W. R. 807.

The inconvenient and old-fashioned rules which govern the retainer of attorneys have in this case again been the subject of discussion. They are now too firmly fixed as part of our common law to be shaken by an argument *ab inconvenienti*, but Courts of law have of late years shown that if these rules are impossible of complete abrogation they will at least be tempered by common sense and made to meet the requirements of modern society.

There were two rules which were formerly conspicuous for their unreasonableness and inconvenience. The first was the rule that the attorney's retainer must be in writing, and the second that the retainer ceases at judgment.

The more elastic powers of an equity judge permitted Lord Brougham to demolish utterly the first of these. It had its origin in the long extinct necessity of entering the warrant of attorney upon the record and would probably never have been heard of after such an entry because no longer necessary, had not certain observations of Lord Eldon in *Wilson* v. *Wilson*, 1 J. & W. 457, and *Wright* v. *Castle*, 3 Mer. 12, given it a vitality which was never intended by the great Chancellor. In those cases not only was there no written retainer produced by the solicitors, but there was no answering affidavit filed by them to meet the client's denial of a retainer; and the decision therefore was not that evidence would not be gone into in the absence of a writing, but that there really was no evidence before the Court. Lord Eldon's words appear to be a direction and advice to solicitors rather than a rule to be followed in determining the rights of parties. In *Lord* v. *Kellett*, 2 M. & K. 1, however, Lord Brougham expressly declined to recognize such a rule, and did not consider it as confirmed by Lord Eldon's words in those cases. The question of retainer is therefore to be determined on the best evidence possible like any other question of employment or hiring. But, however absurd and unreasonable it may appear, it can no longer be denied that the rule that the attorney's retainer ceases at judgment is part of the law of England. It has withstood the assaults of Lord Ellenborough in *Brackenbury* v. *Pell*, 12 East. 588, and Parke, B., in *Bevins* v. *Hulme*, 15 M. & W. 88, who wished to regard the authority as subsisting for all purposes as long as the judgment remained in force, *i.e.*, for a year and a day after judgment marked, or until execution levied and it is now clearly settled that the retainer ceases upon judgment for all purposes except to issue, and to receive the fruits of the execution. The strictness of this rule has been considerably modified, however, by two causes—first, by the abrogation of the rule requiring a written retainer; and, 2nd, by the willingness of the bench to seize upon slight circumstances as evidence of a renewal of the retainer. The stricter kind of evidence will of course be necessary to renew the retainer, than was in the first instance required to create it, and the amount of proof required is also much less as the existence of a former retainer is itself strong evidence in favour of the probability of its continuance. This is shown in a very remarkable manner by the case now under notice. The plaintiff, a lady had recovered a judgment of £300 against a person called Ruff, and her attorney accepted a lesser sum in satisfaction; whereupon she brought her action for negligence. The attorney's defence was that his retainer had expired, and that consequently his act was without responsibility on his part, or conclusiveness upon the parties. It appeared that no instruction had been given by the plaintiff to the attorney to enforce the judgment; but that after the trial she had told him not to compromise the matter in any way as she would not spare Ruff. The Court insisted on regarding this communication as a recognition of a continuance of the retainer, and thus oddly enough, the direct probibition by the client of a compromise was the very circumstance which gave the subsequent actual compromise validity, and empowered the attorney to make it binding on the parties, and involved him in a charge of negligence, which, but for this communication, he would have escaped.

We cannot refrain from remarking on the ambiguous and misleading character of the marginal note which graces the report of this case in the March number of the *Law Reports*. That note is as follows:—"If the plaintiff in an action continues the authority of his attorney after judgment *by allowing him to proceed to obtain satisfaction*, the attorney retains the power to bind his client by a compromise."

Now the words which we have italicised are not parenthetical, but must constitute the entire value of the proposition, if it has any. It is a mere truism to say, that if the client continues the authority of his attorney, the attorney retains that authority. The whole question is, how can he continue that authority? and this note says, in a roundabout way, that he continues it if he allows the attorney "to proceed to obtain satisfaction." Now we dispute this as a proposition of law, and will show how it is erroneous; but that it is not to be charged to the Court of Exchequer is apparent to any one who will read the case.

There are many modes of obtaining satisfaction of a judgment. Payment may be received in full; execution may be issued, and the amount levied by the sheriff, and payment in full received by him. These are modes of obtaining satisfaction clearly within the scope of the attorneys' authority by his original retainer: Anon. 12 Mod. Rep. 440; *Crozier* v. *Willing*, 4 B. & C. 34; and until the

General Rules of Hilary Term, 1853, the satisfaction price might actually have been signed by the attorney. To say, therefore, that the client renews the retainer "by allowing the attorney to proceed to obtain satisfaction" by any of these modes, is incorrect. But there are modes of satisfaction which the attorney is not authorised to accept by force of his original retainer. He cannot compromise the action, accept a lesser sum, or remit damages after judgment (all of which might have done before), unless his general authority or retainer is renewed. The general authority to conduct the suit to such a conclusion as he thinks best, ceases at judgment; but there remains a qualified and merely ministerial authority to do anything which would be necessary to the satisfaction of the judgment by payment in full. And this distinction formed the *ratio decidendi* of the present case. It is not because the plaintiff allowed the attorney to proceed to obtain satisfaction that the retainer was renewed, but because there was evidence of a contemplation or recognition by her of a *particular mode* of obtaining satisfaction—viz., by a compromise, even although that evidence was a distinct prohibition to compromise.

REVIEWS.

The Metropolitan Poor Act, 1867, with Introduction, Notes, Commentary, and Index. By R. CECIL AUSTIN, Esq., Barrister-at-Law. London: Butterworth's, and Knight & Co.

This little edition will be useful to those who may wish, for professional or other purposes, to learn the history and scope of the Metropolitan Poor Act, 1867. The introduction, comprising thirty pages, places the reader in possession of the true scope and object of such an enactment, and gives some account of the commissions and investigations which led up to the passing of the Act, together with an extract from Mr. Gathorne Hardy's speech of February the 8th, 1867. The Act itself is annotated; there is also a slight commentary and an index.

A Digest of all the reported Decisions in House of Lords, Privy Council, Common Law, Equity, Divorce, Probate, Admiralty, Bankruptcy, and Ecclesiastical Courts, with Selections from the Irish Common Law and Chancery Reports, References to the Statutes passed, and Rules and Orders of Court Promulgation, and a Collection of Cases overruled and unprecedented from Hilary Term, 1866, to Hilary Term, 1867. By R. A. FISHER, Esq., Barrister-at-Law.

We have before us Mr. Fisher's Digest for 1866, in which he fully maintains his reputation as a laborious and careful analyst; his powers of condensation and lucidity of arrangement in this volume appear quite equal to those of its predecessors, and his thorough and complete acquaintance with the subject of legislative and case-made law make us regret his absence from the commission for digesting the law.

COURTS.

MASTER OF THE ROLLS.

May 6.—*In Re The Contract Corporation.*—A question arose whether a creditor's representative who had been served with notice of the application, and who appeared upon it, was entitled to be paid his costs of appearance out of the funds of the company.

The MASTER OF THE ROLLS allowed the representative his costs in this instance, but said that in all future cases a creditor's representative must not appear in these applications without the special leave of the Court to do so.

VICE-CHANCELLOR MALINS.

May 4.—*Lloyds' Bonds.*—The official liquidator of Overend & Gurney (Limited), and a Mr. Zulueta, claimed to prove against the Cork and Youghal Railway Company, which is being wound up under a special Act, in respect of some Lloyds' bonds which had been issued to Mr. D. L. Lewis, and of which Mr. Zulueta and a trustee for the old firm of Overend & Gurney were the registered holders to the amounts of £64,000 and £191,000 respectively.

The Chief Clerk of Vice-Chancellor Malins refused to allow the proof without evidence either that they had been issued within the terms of a resolution of the board of directors authorising the issue of bonds to Mr. Lewis, or within the principle laid down in the case of *Chambers* v. *The Manchester and Milford Railway Company*, 12 W. R. 980; but his Honour, on the matter being adjourned into court, held that the bonds ought to be taken as *primâ facie* evidence of a debt, that *onus* of producing evidence lay not upon the holders, but on those who disputed the validity of the bonds, and referred the matter back to chambers with a direction to that effect.

VICE-CHANCELLOR WOOD.

May 5.—*Galloway* v. *The Mayor and Corporation of the City of London.*—The bill in this case having been dismissed with costs, the plaintiff, upon the taxation of the defendants' costs, raised an important objection, and the matter was accordingly adjourned into court, the application being on the part of the plaintiff, that the certificate of the taxing-master might be reviewed, by the disallowance to the defendants of all costs, except costs out of pocket, on the ground that the solicitor of the defendants, the Corporation of London, was employed by them under an agreement by which he was to receive a fixed salary of £1,250 a-year, receive all fees, discharge all costs and allowances, and pay the surplus, if any, to the account of the Corporation, while, if there was a deficit, he was to be indemnified against all loss.

Druce, Q.C., and *Bagshawe*, for the plaintiff, contended that, if the costs of the solicitor were allowed in taxation, the result would be to give the client, an unqualified person within the language of the Solicitors' Act, a direct interest in promoting litigation; and that any such arrangement was opposed both to the statute and to the policy of the law.

Giffard, Q.C., and *Swanston*, for the defendant, were not called upon.

The VICE-CHANCELLOR refused the application, observing that the question seemed to be covered by the first clause of the agreement, which provided that the solicitor was not to act for any other client than the Corporation. If he were allowed to act for others, it might be said that he gained some advantage from his position; but, as matters stood, the case was not in any way brought within the statute. Plainly, the Corporation could make no profit except in cases where they happened to succeed; and there was no reason why the Corporation of London should be more uniformly in the right than any other litigant. Moreover, the Court could not possibly interfere without knowing whether or not the surplus did really exceed the £1,200, for which purpose an account would be necessary. So far from being contrary to the spirit and policy of the Act, the agreement appeared to him rather to be in accordance therewith. The application must be refused, with costs.

Bovill v. *Crate* continues to engross the general paper, and is expected to last over the term,

COURT OF EXCHEQUER.

Wright v. *Chappell and Beale.*—In this case, *W. G. Harrison* having been heard for the defendant Chappell, and *Prentice, Q.C.*, appearing for the defendant Beale,

The COURT (the LORD CHIEF BARON, and MARTIN, BRAMWELL, and PIGGOT, B.B.) refused to hear him on the ground that they would not hear more than one counsel for the defendants, Martin, B., saying that in this respect the Court made a distinction between contract and tort cases.

CENTRAL CRIMINAL COURT.

(Before the RECORDER.)

May 8.—*Forgery of Writs.*—Joseph Low Smithe, law clerk, was arraigned on an indictment charging him with forging the seal to two Queen's Bench writs of subpœna, with which to defraud one Henry Fox.

The prisoner pleaded guilty.

Poland (*Houston* with him) appeared for the prosecution on behalf of the Treasury.

It seems that the prisoner met with the prosecutor at a public-house in the Borough, and undertook to issue two writs of subpœna for witnesses in an action brought by Fox against a person named Jex, and for that purpose gave the

prisoner (at his request) two sums of 4s. and 2s. They went together to the writ office in the Temple, into which the prisoner entered alone, but after some time came out again, and handed two documents, purporting to be genuine subpœnas, to the prosecutor, who went away to serve them, but discovered before doing so that they were both forged. The forgery was effected by transferring the impression of the seal on a genuine writ to other writs before the ink was dry.

Straight, for the prisoner, urged in mitigation his previous good character, and the fact that he had been out of a situation for the last six months, and that his wife and young family were at the time almost in a state of starvation.

The RECORDER observed that the prisoner had committed an aggavated fraud, and sentenced him to be imprisoned with hard labour for eighteen calendar months.

GENERAL CORRESPONDENCE.

Sir,—Public opinion in India is lamentably defective, and shameless abuses originating in the exercise of "influence" manifest themselves in every variety of shape—and although they are generally exposed and commented on by the public press,—yet it is surprising to conceive how the dissatisfaction caused by such abuses, is ignored and contemptuously treated. Class interests are dominant and triumphant, and those beyond their pale are insignificant and scoffed at. Two instances of the latter have occurred in a remarkable manner.

The High Courts of Bengal, Madras, and Bombay were constituted under three several charters, based upon Act 24 & 25 Vict. c. 104, and the section applicable to the appointments on the judicial bench, in each of them is as follows:—

"The High Courts of Judicature at Fort William, in Bengal, and at the Presidencies of Madras and Bombay respectively, shall consist of a chief justice and as many judges not exceeding fifteen as her Majesty may from time to time think fit to appoint, who shall be selected from—

"1st. Barristers of not less than five years' standing.

"2nd. Members of the covenanted civil service of not less than ten years' standing, and who shall have served as Zillah judges, or who shall have exercised the like powers to those of a Zillah judges for at least three years of that period; or,

"3rd. Persons who have held judicial office not inferior to that of principal Sudder Ameen, or judge of a Small Cause Court, for a period of not less than five years; or,

"4th. Persons who have been pleaders of a Sudder Court or High Court for a period of not less than ten years, if such pleaders of a Sudder Court shall have been admitted as pleaders of a High Court.

"Provided that not less than *one-third* of the judges of such High Courts respectively, including the Chief Justice, shall be barristers, and *not less than one-third* shall be members of the Covenanted Civil Service."

The reader will perhaps be assisted in arriving at a proper conclusion as to the meaning and intention of these distinctions if his attention is drawn to the constitution of the courts previous to the existence of the present high court. The Supreme Appellate Court of Madras was the Sudr Court, and its judges were wholly taken from the civil service. It is almost a work of supererogation to point out what the results of this system were; the judge-made law of the defunct Sudr Court was a stupendous mass of inconsistencies. Ignorant of the science of jurisprudence in the first instance, ignorant of the laws of the country which they governed, dependent on the vast majority of cases on the Hindu pundits, the jurisprudentes of Hindu law, the civilian judges of the Sudr Court failed utterly to meet the legal wants of an increasing civilization. The evils of this system became so intolerable, that even Indian conservatism was led to see that nothing short of a radical reform would be of any avail. The result of this feeling with other causes was that the present High Court was constituted. The old Supreme Court, the judges of which could be none but practising barristers of a certain standing—the court of original jurisdiction and the Sudr Court were amalgamated into one body. After this preliminary explanation, the object of the distinction between the two classes of men eligible for the judicial bench, will become more clear. Not less than one third of the judges shall be barristers, and not less than one-third shall be members of the Covenanted Civil Service.

Now it is perfectly clear to any intelligent mind, irrespective of any special pleading, that the Legislature had in contemplation the *practising* members of the bar, who were to be deemed qualified for the judicial dignity, when they directed that such barristers should be judges; for we expressly find that the members of the civil service holding judicial appointments in courts in the interior (called in India the Mofussil Courts) are qualified to sit on the bench of the Superior Court together with pleaders of a certain standing and others. But if special pleading can be considered admissible in this instance — notwithstanding the efforts of the Madras Government in that direction, palpably showing their inconsistency in resorting to it, the argument is irrefragable that the *practising* members of the bar are those who were in the contemplation of the legislature. Members of the Indian Civil Service, having obtained leave of absence for two or three years, have not unfrequently taken advantage of their opportunities while "at home," and have been called to the bar previously to their return to India, not with the intention of *practising*, but for the purpose of speedily obtaining civil and session judgeships there—places of infinite lucrative importance. This has been done with the knowledge and concurrence of the Home Government, with the very manifest and politic view of training men in the judicial line to hold their places with credit and learning; unlike their predecessors of old who, from being collectors of revenue for many years, have become civil or sessions judges all at once, or judges of courts of appeal. It must therefore be apparent that the Legislature, when framing this statute, had full knowledge of this practice, and yet they have studiously ignored the "double-knot," and classified the qualification respectively, viz.:—Barristers, *qua* barristers, on the one hand, and members of the civil service, *as such*, on the other.

"Having said so much as to the law, now as to the facts."

Sir Colley Scotland, the Chief Justice of the High Court, left Madras in September last, on six months' leave of absence (he, together with Sir A. Bittleston, constituting the two *practising* barristers, judges of the court, and Messrs. Holloway, Innes, and Collett (a barrister), the *civilian* judges), and on his departure, Mr. Ellis, a civilian, and a civil and sessions judge, but *not* a barrister, was appointed to act as a judge of the High Court by the Madras Government during the absence of the Chief Justice; Sir A. Bittleston being officiating Chief Justice, and the other judges sitting according to seniority.

The reason, apparently, for making this appointment was that, on the departure of the Chief Justice, there were two barristers on the bench, viz., Sir A. Bittleston and Mr. Collett, and that it was perfectly justifiable to appoint Mr. Ellis. Such a reason is absurd, for Mr. Collett was appointed *not* as a barrister, but as a Madras civilian, and at the time of his appointment was not a barrister of five years' standing; he never *practised*, and at the time of his appointment there were two barristers on the bench; so that, during the Chief Justice's absence, there was only *one practising barrister* to four civilians. The court was therefore not legally constituted and all their proceedings are therefore null and void.

Attention was called to this in the leading journals of the Madras Presidency, but without effect.

The other instance is the appointment of another Madras civilian, Mr. E. F. Webster, a barrister of just three years' standing, during the absence of Mr. Busteed, first judge of the Court of Small Causes at Madras.

The Act of the Legislative Council of India creating the Small Causes Courts at each of the Presidencies of Calcutta, Madras, and Bombay, enacts that the first judge should be a barrister, contemplating, as I contend, a *practising* barrister. The jurisdiction of the Small Cause Courts was limited to 500 rupees, or £50, and the salary attached to the post was 1,500 rupees a-month, or £1,800 a-year; but within the last four years, the jurisdiction was extended to 1,000 rupees, or £100, and immediately after the passing of the extension Act, the Government of India increased the salary of each of the first judges at the three presidencies by 500 rupees a-month, or £600 a-year, thus making the present salary attached to the post £2,400 a-year; and in passing the resolution relative to the increase of salary, the Government of India expressly stated that their object was to induce

really efficient and experienced members of the bar to accept the appointment.

The present first judge has just obtained fifteen month's leave of absence, and has left India; and the Government of Madras, in face of the resolution of the Government of India, have appointed Mr. Webster, who has never practised at the bar, and whose career, both before his call and subsequently thereto, has been that of a sub-collector of revenue.

To the Englishman in England, accustomed as he is to the free ventilation of every public grievance, it seems well nigh impossible that jobs like these can be perpetrated so utterly in defiance of public opinion; but it is one of the misfortunes of India that there is no such thing as a public opinion. The native press, though sufficiently strong in its condemnation of such acts, is unread by those whose duty it is to see that the country is not misgoverned. The Anglo-Indian press, on the other hand, is not independent; the majority of its writers are in some way or other connected with the governing body. They have some friend to serve, or some interest to benefit; and a tone of independent criticism on the acts of the Government or Civil Service is sure to render one a marked man; for it need scarcely be said that in India the editorial incognito is utterly impossible. It follows, therefore, that jobs such as these pass with faint disapproval, and sometimes even find defenders; and that so far from deterring, very often from the very feebleness of their protests, confirm the audacity of maladministration. There are many who would perhaps say there is no remedy for this except you have an elective representative body in India. In this age of political experiments, would it be too bold an attempt to introduce such a body? It has been tried in Ceylon, not a whit more prepared for a representative system than India, and it has proved successful. Why not try it then in India? Without such a system there can be no public opinion or spirit—no independence—no perfect impartiality in the administration of the laws and government. But until such a system is inaugurated, it behoves the Home Government to scrutinize and superintend the exercise of patronage, for, though Madras is considered to be so far from England, that matters like these, *and many others*, may be hushed up as soon as they arise, yet there are many, and a great many, in England who observe these things, and scrutinise them very closely.

JUSTITIA.

Sir,—Allow me to call your attention to the recent intermediate examination. According to the notice issued by the examiners, candidates were to have been examined on certain chapters in "Chitty on Contracts," but to quote from the supplement to the *Legal Examiner*, in which the questions and answers are published, "some of the questions were not within the *prescribed* course of reading, and involved difficult points of law out of place in this examination." I cannot but think that many of the candidates, like myself, must have been taken by surprise and have felt that they had been deceived by the notice referred to.

ONE WHO WAS NOT PLUCKED.

GALLOWAY *v.* THE MAYOR, COMMONALTY, AND CITIZENS OF THE CITY OF LONDON.

Sir,—Permit me to call your attention to a recent decision of Vice-Chancellor Sir William Page Wood, which I venture to say is, in my judgment, altogether erroneous, and may, or I may say must, if not overruled, lead to much abuse.

The bill in this case was dismissed with costs, and in taxing the costs the taxing master allowed to the defendant the usual charges, fees, and disbursements.

It was contended on the plaintiff's part that as the City Solicitor was a salaried officer of the corporation and accountable to it for all costs he received, that that was a contract contrary to the policy of the law, and of the attorneys and Solicitors' Acts, and a summons was taken out for the review of the taxation, and was referred into court.

The point was most ably argued by Mr. Druce, Q.C., and Mr. Bagshawe, of counsel for the plaintiff, and after hearing them the Vice-Chancellor, without hearing counsel for the defendants, dismissed the application with costs, expressing his opinion, that as by the contract the City Solicitor was to confine his business to that of the Corporation, that that would be a sufficient answer to the application; and he further observed that there was no reason for supposing that the Corporation would institute suits for the sake of profiting by the costs, and that were he to make the order he would have to direct an account, in order to ascertain if the Corporation had made more by the costs it received, than the salary they paid to the City Solicitor and his office expenses, &c.

Now, I venture to say, it does not appear to me that it in anywise affected the question whether the solicitor was bound to confine his business to that of the Corporation, nor did the question in anywise depend on the fact if the contract was or not a profitable one to the Corporation; I readily admit that there is no ground for supposing that the Corporation of the City of London ever contemplated making profit by litigation, or would multiply litigation with the view to get costs; but if the Corporation of London may engage a solicitor or attorney at a salary, and stipulate for all his profits, why may not a private firm or individual do so with the view to profit.

Suppose, for instance, one of the great brewers, whose solicitor earns, say £5,000, per annum from their business, consisting principally of easy work—viz., conveying, granting leases, taking mortgages, foreclosing mortgages, enforcing debts, &c., might not such brewer, by engaging a solicitor as his clerk at a salary say of £1,000 per annum, by giving to him offices at the brewery, and by taking his profits for conducting in his name their business, improve his income by £3,000, or £4,000 per annum, and thus carry on the business of a solicitor by and in the name of their clerk, a solicitor or attorney, and might not the brewers be induced to multiply litigation for the sake of improving their income; and would not that be an arrangement contrary to the policy of the law. It may be said that the great brewers are all too wealthy and too honourable to seek profit by such means, but might not any large trading firm or great money lender make the like arrangement, and might they not resort to oppressive litigation for the sake of profit.

Again, if the contract referred to is not contrary to the policy of the law, why may not any individual, having a cause of suit, agree with a solicitor or attorney that such attorney should conduct such suit or action for a stipulated sum with the disbursements, and make him covenant to pay over to him all the costs received from the defendant, and I venture to say that if the decision referred to is sound, that the cases I have mentioned could not be declared contrary to the policy of the law, and that much oppression may consequently result from the decision.

Since writing the above, it has come to my knowledge that the Comptroller (who is a solicitor) is also a salaried officer of the Corporation and accountable for and pays over to the Corporation the profits he derives from the professional business he transacts for the Corporation. The Comptroller, I believe, transacts all the conveyancing and some other professional business of the Corporation, and, as in all the numerous leases granted, and which, from time to time must be granted by the Corporation, particularly under the Holborn Valley Improvement Act, it is and will be expressly stipulated that no assignment of any such lease shall be made without license, and that all assignments, and I believe all underleases, &c., shall be prepared by the Comptroller, the costs he has received and for which he accounts, or must account for and pay over to the Corporation, have, and necessarily will, greatly exceed his salary, and thus the Corporation has, and in future will, greatly profit from its carrying on the business of a conveyancing solicitor, in the name of and by the agency of the Corporation. It has long been the practice of the Corporation to stipulate that its leases shall not be assigned without licence, and that all assignments thereof, &c., shall be prepared by the Comptroller, and it has long been the practice of solicitors for the City companies, wealthy hospitals, and landed proprietors, who have extensive house property, to introduce similar covenants in their leases, introducing such covenants with the view to their own profit (inasmuch as all the objects of such covenants might be easily preserved for the lessors by requiring notices of all assignments to be given to them in writing), whereas by the covenants their solicitors are enriched by securing business to the prejudice of their lessees who, on dealing with their leases, are put to considerable additional costs, and the lessees and purchasers or mortgagees' solicitors are deprived of the profits they would derive from transacting the business for their clients.

I have always considered that the practice of the wealthy solicitors for the City companies, for hospitals, or rich landed proprietors who introduce such covenants, and thereby reserve to themselves the right to draw, and the profits of drawing, assignments, &c., which, but for such covenants,

would be prepared by the purchasers' or mortgagees' solicitors, is a disgraceful and an unprofessional practice, unworthy of the lessors or their solicitors, and a practice against which the profession should make a stand; but if it is an unprofessional practice it is certainly far from creditable to the Corporation that they should profit at the expense of the solicitors whose province it would be, but for the beforementioned covenants, to prepare the assignments, &c.

It certainly seems to us to be an unprofessional and disgraceful practice for solicitors to seek, by introducing such covenants into leases, to secure to themselves the profits which should properly fall into the pockets of other solicitors, and though no solicitor of respectability would subject his client to the risk of the forfeiture of the lease by disregarding such covenants, still I cannot help thinking that were the validity of such covenants for securing to the lessor's solicitor the profits of preparing such assignments, &c., properly contested, those covenants might be defeated; and I think that solicitors would do well were they to petition Parliament for an enactment declaring the practice illegal.

I shall be glad if you will either write an article in your Journal on this subject, or that otherwise you will give space for this letter, which I have hastily written, in your Journal.

I am, Sir, your obedient servant,

ANDREW VAN SANDAU.

[The question which was before Vice-Chancellor Wood in the recent case to which our correspondent refers is a question of great difficulty, and one too important to be dealt with in the short space available for an editorial note to a communication received late in the week.—Ed. S. J.]

APPOINTMENTS.

HENRY JEFFREYS FARRAR, of Cranbook, in the county of Kent, Gent., to be a Commissioner to Administer Oaths in the High Court of Chancery in England.

Mr. WILLIAM GRAIN, of No. 31, Threadneedle-street, London, has been appointed a Commissioner of affidavits for the Canadian Courts and, of deeds for the States of New York and California.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Tuesday, May 7.

REVISION OF THE STATUTE LAW.

Mr. HADFIELD asked the Attorney-General whether he intended to bring in a bill this session for promoting the revision of the statute law by repealing certain enactments which had ceased to be in force or had become unnecessary, and in continuation of the Act 26 & 27 Vict. c. 125, which brought the revision of statutes to the end of the reign of James II.

The ATTORNEY-GENERAL said that the revision of the statute law with a view to the repeal of the statutes which were obsolete and unnecessary had been carried out under the direction of the Lord Chancellor from the end of James II. to the 10th of George III. A bill had been prepared, and was in the hands of the Lord Chancellor, by whom it would, in a few days, be introduced into the House of Lords.

May 3.—The Bankruptcy Bill was committed *pro formâ*.

Mr. Walpole's Bill for the better securing of certain Royal Parks and Gardens, &c., was read a first time.

May 6.—The Corrupt Practices at Elections Bill was referred to a select committee.

May 7.—Lord Amberley's Registration of Voters Bill was read a first time.

May 8.—The Hypothec Abolition (Scotland) Bill was thrown out.

The Customs and Ireland Revenue Bill was read a third time and passed.

IRELAND.

The members of the North-East Circuit have presented Thomas Kennedy Lowry, Esq., Q.C., with a cup and claret jug, upon the occasion of his leaving the circuit to take up his appointment to a judgeship in Jamaica. The Right Hon. Mr. Justice O'Hagan and the Hon. Judge Miller, who were formerly members of the North-Eastern Circuit, were present, and Mr. Justice O'Hagan took the chair. The jug bore the following inscription:—

"Presented to Thomas Kennedy Lowry, Esq., Q.C., LL.D., by members of the North-East Circuit of Ireland, on his leaving their society to become a judge in Jamaica, where they feel assured he will do honour to their profession in the office he has accepted, or to any other to which he may hereafter be advanced.—Four Courts, 1st of May, 1867."

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

It has been recently decided in the Court of Probate, Chicago, Illinois, that the British Consul in that State cannot administer to the estates of British subjects dying in the State.

In July, 1863, William Burrill, a British subject, died at Chicago, leaving neither relatives nor subjects in that State, but leaving a sum of money on deposit in the State Savings' Institution at Chicago.

The acting British Consul, in 1866, filed a petition in the Probate Court praying to be appointed administrator, on the ground of his being acting British Consul. On the same day the Public Administrator filed a counter petition praying to be appointed administrator, on the ground that deceased had left no relatives or creditors in the State, and that he himself was public administrator.

Judgment was delivered by Bradwell, J., who held that the British Consul could not administer. Judge Bradwell said:—

In order to properly determine this case, it will be necessary to understand the duties of a consul in regard to the settlement of an estate where the parties interested are subjects of the government from which he is sent; and also to examine the statute of this State in regard to the appointment of administrators.

It is the duty of a consul to look after the interests of the subjects of his own government in the foreign government to which he is sent, and when called upon to aid, with all his power, such subjects in getting their legal rights; and when property is left in such foreign country, belonging to such foreign subjects, with no one to look after it, it then becomes his duty to see that it is properly cared for, so far as permitted by the local law, and to act, for the time being, as the national agent or attorney of such absent subjects.

According to the general law of nations, it is not the duty of a consul, in case of the death of a subject of his government in the foreign country to which he is sent, leaving personal assets in such country, to do more than he can as consul, under the local law, and whatever he does in the premises must be done by virtue of his office as consul, and not as an officer of a foreign probate court.

In the absence of an express statute conferring the power, whenever a consul seeks to become an administrator, and an officer of a court of a foreign Government, he lowers the dignity of his office and Government, and is acting out of the line of his duty; it being his duty to watch over the interests of the absent heirs of the deceased, who are subjects of his own Government, and when administration is necessary, not to take it himself, but to aid the administrator of the foreign court to do his duty.

Can it be claimed that the Court should appoint the British Consul administrator to-day? When, if to-morrow he should fail to perform his duty, the Court should order him to proceed, and, upon his refusal, an order to show cause why he should not be attached should be entered, he would have the right to come in and say, "I am her Britannic Majesty's Consul in Chicago, Illinois, and you have no right or power to order me to do anything; you cannot attach me. I defy the Probate Courts of America to deal with me."

An administrator should never be appointed who cannot be made to feel the power of the Court that appoints him, for a wilful neglect of his duty. We have thus far spoken of the duties of a consul, in general, under the law of nations without regard to the acts of Congress, the Acts of Parliament, or the decisions of the English Courts.

The learned Judge then cited an Act of Congress passed in 1792, directing the American Consols abroad, wherever the

law of the country should permit to disharge the duties of administrator to any native of the United States who might die in such country, leaving no legal representative, partner in trade or trustee appointed by him to the task, and referred to a decision of Sir Thomas Jenner upon an application by an American consul in England to be admitted to administration of the property of an American citizen who had died in England. In that case, Sir Thomas Jenner had said—"I am not aware of any case in which it has been held that, by the law of this country, it is competent to a foreign consul to take possession of the property of a foreigner dying here *in itinere*, domiciled in his own country. Is it then the law and practice of this Court that such an administration should be granted? I apprehend not, and that the Crown is the party to see that the property of any person dying in its dominions gets into proper hands. It has been said that, by the law of the United States, British consuls may take possession of the property of British subjects in similar circumstances. But this is not by the law of nations, but by custom or by express enactment, and is not a law that this country is bound to follow; this country has not adopted the principle of reciprocity in this respect. I am of opinion that there is not sufficient evidence to show that the administration ought to be granted, as prayed, to Col. Aspinwall, and I reject his petition." No claim is made by the Crown.—*Aspinwall* v. *the Queen's Proctor;* 2 Curtis Eccl. R. 248.

Judge Bradwell then cited, in confirmation of that decision, the following English authorities:—1 Addams Eccl. R. 340; *In the goods of Peter R. Wyckoff*, 11 W. R. 218; Dodd & Brooks, Probate Practice, 415, and note (q) Cootes' Probate Practice (5th ed.), 130; and from the American reports, *the Public Administrator* v. *Hughes*, 1 Brad. Sur. R. 129; *Ferrie* v. *the Public Administrator*, 3 Brad. Sur. R., 265. He then cited sec. 4 of 24 & 25 Vict., c. 120, and continued,—The power to say who shall administer upon the estate of a British subject found in our State is not the British Government, nor in Congress. In fact, Congress has no constitutional power to say who shall be an administrator in such a case, nor to enter into a valid convention with her Britannic Majesty for the purpose of providing for the appointment of her Consuls as administrators by our Probate Courts.

It is a power vested exclusively in the people of the State of Illinois, and the people have, through their legislature, provided that in case a non-resident dies and leaves estate in this State, and no next of kin, or creditors, that the Public Administrator shall be appointed administrator of such estate; and having said nothing of the British Consul, or any other Consul, I agree fully with the English Court, "that this State has not adopted the principle of reciprocity in this respect," and that to appoint the British Consul would be against the policy of our State Government and its express statute, and that until the Legislature shall provide otherwise, in case of the death of any non-resident leaving property, but no relatives or creditors in this State, that the Public Administrator "is the party to see that such property gets into proper hands."

The petition of the acting British Consul is therefore dismissed at his cost, and administration granted to the Public Administrator.

Conspiracy to Defraud.

In a recent case of *The Commonwealth* v. *Galbraith and Kerr*, in the Court of Common Pleas, Philadelphia, U.S., the defendants were indicted for a conspiracy to defraud the prosecutors. There were three counts.

The first count stated the alleged offence to be a conspiracy, "by falsely representing that defendants had made arrangements with the owners of fifty-five lots in Greene county, to obtain, upon payment of 280,000dols., leases of said lands to an association to be formed by defendants, to cheat and defraud the prosecutors of 17,000dols., in cash, by inducing them to pay the said sum to become members of said association."

The count then averred that the defendants had not made arrangements with the owners of said lots to obtain the said leases on payment of said sums, and it proceeds to charge that, by means of said false pretences, the defendants obtained from the prosecutors the sum of 17,000dols. in cash, the proper moneys of the prosecutors, to their great damage, and against the peace and dignity of the Commonwealth.

The second count charged that the defendants conspired to cheat and defraud the prosecutors of the sum of 17,000dols., and that, in pursuance thereof, they falsely pretended to the prosecutors that the sum of 280,000dols. in cash "was required to be paid to the owners of fifty-five lots in Greene county, in order to obtain a lease upon said lots to a certain unincorporated association, of which" the prosecutors "were members. Whereas 280,000dols was not required to be paid to the owners of said lots for the purpose aforesaid, as said defendants then well knew. By means of whtch said false pretence, and in purusance of said conspiracy, the defendants did obtain from the prosecutors 17,000dols. in cash as a member of said association, to help in part to make up the said 280,000dols. cash, which was alleged to have been required for the purposes aforesaid, against the form of the Act of Assembly and the peace and dignity of the Commonwealth."

The third and last count charged that defendants did conspire, by divers false pretences, to obtain from the prosecutors divers large sums of money of the moneys of the prosecutors, and to cheat and defraud them thereof, to the great damage of the prosecutors, against the form of the Act, and against the peace and dignity of the Commonwealth.

The defendants demurred.

The opinion of the Court was delivered by Brewster, J. In the course of his judgment, Judge Brewster said:—The rights of public justice are to be preserved, and no wrong should be allowed to go unpunished; but, on the other hand, experience has shown that the charge of a conspiracy may easily be made a net-work for the entanglement and overthrow of the innocent.

As was remarked by Gibson, C.J., in *Hartman* v. *The Commonwealth*, 5 Barr. 65, "The English courts are beginning to regret the laxity of description that has been tolerated in these indictments of conspiracy, and policy requires that the judges here, as well as there, should begin to retrace their steps." These indictments must therefore be viewed in the light of these principles, and with an effort to avoid the dangers alluded to.*

All these counts are for a conspiracy to obtain property by false pretences, but no one of them describes the alleged conspiracy or false pretences with clearness or precision.

In one sentence it is averred that the design was to defraud the prosecutors out of 17,000dols., "by inducing them to become members of an association." The inducements which were to have been used, or which were employed, are, however, not set forth, nor is it averred that they were false. It is true that it is charged that the defendants falsely represented that they had made arrangements with the owners of fifty-five lots in Greene county to obtain leases, upon payment of 280,000dols., and this pretence is traversed. But the counts do not inform the defendants of the names of the owners of the fifty-five lots, or in what city, borough or township, the lots were located, or what the supposed "arrangements" were. Had the "arrangements" risen to the dignity of a contract! Was the agreement in writing or by parol? If this "laxity of pleading" would not be tolerated in an indictment for false pretences, it is very clear that these counts are defective, for "the intended act, where it has not a common law name to import its nature, must, in order to show its legality, be set forth in an indictment of conspiracy with as much certainty as would be necessary in an indictment for the perpetration of it." 5 Barr., 65.

That no indictment for false pretences could be maintained upon these averments must be very manifest upon comparison of these counts with the forms in frequent use in this court as taken from Wh. Prec. 528 to 574.

Another defect is very palpable. The property obtained is, in the first two counts, described as "17,000dols. in cash."

Does this mean dollars in specie? If so, what kind of dollar?—the dollar of the United States of Mexico, Spain, Germany, Holland? Or does it mean the paper dollar? And if so, Confederate bills, national bank currency, or the Government issue? This is no mere refinement or technicality. If the prosecutors paid this large sum, they know how they paid it. If a cheque were passed they could certainly describe it. If it were paid in coin, they could say so; if in bank notes, they could so aver. These requirements of the law are sometimes the only safeguards of the innocent. A cheque or promissory note, averred to have

* The English Courts, however, do not require the strictness which Brewster, J., requires *ubi inf.*—Ed. S. J.

been delivered in pursuance of a false pretence, might, if described, be traced and proved to have been paid for another and different purpose. Some sort of definite description of the property obtained has always been required in false pretences and in larceny.

With regard to the third count.—That count was for a conspiracy "by divers false pretences . . . . to obtain . . . . large sums of moneys," without averring what the supposed false pretences were, and without giving any description of the kind or value of the money.

He had at one time thought that the third count could be sustained under the loose practice of criminal pleading which had been grafted on the decision in *The Commonwealth* v. *McKisson*, 8 S. & R. 420. That case, however, was now of doubtful authority.

The demurrer was allowed, the learned judge concluding:—In sustaining this demurrer we do no injustice to the prosecutors, nor do we impose upon them any hardship, for they are, of course, at liberty to prefer a fresh bill, and they cannot complain that the law shall require of them to state, in precise and definate terms, the charge upon which they seek to arraign their fellows citizens at the bar of a criminal court.

Deeds of Separation.

Upon a recent appeal from a decree of the Orphans' Court, Philadelphia, a question arose upon a deed of separation, and Read, J., in delivering the opinion of the Court, thought it necessary to prove by quotations from judgments of Lords St. Leonards and Cottenham the validity of a deed of separation in England. He then proceeded to state the adoption of the principle across the water.

Court of Common Pleas, Philadelphia.

The Fairmount Park case.—In this case the Court set aside the report of a jury empanelled to assess damages by reason of the appropriation of certain private property by the city of Philadelphia, on the ground that the jury had misconducted themselves by soliciting bribery and treating.

The opinion of the Court was delivered by Allison, L.J., to the following effect:—

The property for which damages are claimed was taken by the city by ordinance of June 2, 1864, and the report of the jury, which began their sessions January 2, 1865, was filed December 12, 1865. The jury awarded damages amounting in the aggregate to nearly 500,000dols.; and to this award the city filed exceptions on the 8th of February, 1866, assigning as ground for exception, that each finding upon the separate claims of persons whose property was taken for public use was excessive.

And on the 29th of March and 21st of April following other exceptions were filed in behalf of the city, assigning as further objection to the report—first, that the petition was not filed thirty days before the commencement of the term at which the jury were drawn; and second, misconduct on the part of the jury.

After recounting the preliminary proceedings of the enquiry, the learned judge proceeded:—

We thus encounter considerations of such grave importance that we have been compelled to pause upon the question of damages upon which we had entered, and to take up the question as to whether this report could or ought to be sustained as to any part of it, even though there are portions to which no suspicion of wrong could attach, from anything which appeared on the face of the report itself, or from the evidence taken to impeach it.

The evidence before us exhibits in the clearest manner possible the desire upon the part of four of the jurors corruptly to obtain money from the parties interested. Distinct and unequivocal propositions to that effect were made by them, not once only, but this was repeated on several occasions and to different persons; and although the evidence clearly fails to establish that in any instance the solicitation on the part of these persons was successful, and establishes, on the contrary, that in each case it was declined; yet there is such a taint of corruption, of the grossest character, attaching to the conduct of a portion of the jury, that we feel compelled to refuse to confirm their action by sustaining any portion of the report.

We have come to the conclusion, after mature consideration, that we cannot adopt, and make our own by ratification, the proceedings or official acts of this jury; that to do so would be a wrong to the public in the administration of the law. This determination we are well aware will materially retard and interfere with the successful conclusion of a subject of great public interest—that it will bear with much hardship on some of the claimants for damages, who stand in pressing need of the money due them for property which the city has appropriated to public use, by which appropriation the hands of these owners were effectually tied, and all improvement prevented, to their most serious injury and loss.

Yet these considerations, weighty and important as they are, ought not, we think, to prevent us from discharging the more important duty which we owe to the public, to endeavour to keep pure the channels through which flow the very life-blood of the nation. The evidence before us is so full and decided that no one, we think, can fail, after a perusal of it, to agree with us that this entire report ought to be set aside.

The learned judge then went carefully through the evidence, which clearly established the fact of repeated solicitations having been made by members of the jury, although it did not appear that any response had been made by the individuals addressed, and continued:—

Is comment at all necessary on this testimony, which stands before us unimpeached by any other portion of the evidence, and not questioned or denied by the jurors implicated by it? Nor do we deem it necessary to do more than to add that, upon these facts, as they are in proof before us, we rest our decision to set aside this report, that the question of damages may be referred to other and better hands.

There is one other matter to which we think it but right to refer, and that is the practice so long in use of giving entertainments to road jurors. The custom, which has nothing but its antiquity to sustain it, and which we think has not even the plea of necessity to uphold it in Philadelphia, no doubt grew up under a very different state of affairs from those which exist in this day. When the population of Pennsylvania was sparse, when counties were treble the extent they now are, when houses of entertainment in many portions of the State were few and far between, it may have been right and proper to furnish refreshmeut to road jurors who were compelled to travel many miles in the performance of duties which the law imposed on them. But that necessity has long since passed away, and certainly in the city of Philadelphia no shadow of reason exists for the continuance of this practice. On the contrary every reaon urges its discontinuance.

It is an event of not unfrequent occurence, that jurors are feasted at great expense. Not only is food furnished them, but expensive wines and other liquors are given to them in profusion. Can such a practice be explained on any other theory than that the motive is an improper one; that the purpose to be accomplished is to obtain large awards of damages, which would not otherwise be given, to claimants for compensation for property taken for streets or roads of the city. Is it nothing more nor less than a bribe, intended to influence the action of the jury, and from which, we doubt not, the city is a sufferer at this day to the extent of hundreds of thousands of dollars? We are aware the Supreme Court, many years since said that they could see no impropriety in furnishing refreshments to road jurors, and this opinion has been quoted against the order which we some time since made to correct this evil; but we do not think it is applicable to a state of facts as they exist with us.

At all events, we are inclined to stand by our order, to set aside a report in any case in which it appears that a jury has in this way been tampered with, so long as the question stands open, as we think it does, in its application to the city of Philadelphia. The conduct of the jurors in this case, who solicited good suppers, and the remark of one of them, that those fared best in damages who treated the jury best, is the strongest evidence against a longer toleration of this custom. No verdict of a jury would for a moment be sustained by any Court if it appeared that the jurors had been approached or tampered with in this way. Why should a different rule hold as to road jurors? It has the further objection of putting the poor, or the rigidly scrupulous man, who will not yield to this custom, to great disadvantage before the jury.

In conclusion, we have only to say that we think this is a case to which we should publicly call the attention of the district attorney, as claiming his official investigation. If men acting as road jurors will wrongfully combine to procure, by improper means, or to extort money from parties who are compelled to appear before them to claim damages,

they have no right to expect that they shall go free from that punishment which their conduct so richly merits.

The report of the jury was accordingly ordered to be set aside.

LAW STUDENTS' JOURNAL.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

EASTER TERM, 1867.

Names of Candidates.	To whom Articled, Assigned, &c.
Adams, Francis Cadwallader	John V. Longbourne.
Aldridge, Reginald	George Andrews; Carr Wigg
Baker, Wm. Frederick	Robert Sweeting (dec.); John Frederick Young (dec.); Robert Rogers Nelson.
Batting, James	William Lakin Ward.
Bentham, John Jolly	George Smith Ranson.
Bescoby, Thomas	George Marshall, Jun.
Bower, Vernon	Edward Bower; Mark Whyley; Frederick Price.
Burroughs, J. B. Cooper	William Tanner.
Byrne, Gregory Widdrington	Edmund Byrne.
Carpenter, George Edward	Jonathan Howard.
Champion, Alfred	Charles Champion; Benjamin T. Allen.
Chapman, Charles Cox	Ralph Chapman.
Clough, Hugh Cæsar Butler	Arthur T. Roberts; Thomas T. Kelly; E. C. Burton.
Clulow, John Walter	William Shakespeare.
Collins, Joseph Pullen	James Pearson May.
Cross, William	William Hilliard Goy.
Dixon, John Jacob	Wm. Wood Blake.
Dunn, Alfred Stancomb	Wm. Giles; Thos. Meyler; Thos. Plews.
Elliott, Chas. Benjamin	Sutton, John Elliott.
Fenton, Edward	Jas. Fenton (deceased); Robt. Wm. Litchfield.
Fisher, Robt. John	John Fisher.
Ford, Ernest Wm. Peplow	Wm. Ford.
George, Oliver	Chas. Walter Wyatt.
Gepp, Walter Payne, B.A.	Thos. Morgan Gepp.
Green, Henry	Wm. Harper.
Haigh, Geo. Thos.	Geo. Haigh.
Hargreaves, James	Benjamin Terry.
Hines, Thos. Shallcross	Thos. Wilson Ranson; Chas. Henry Hines.
Holmes, John, B.A.	Thos. Barrett.
Horne, Henry Percy, B.A.	Wm. Thos. Longbourne.
Hughes, John	Thos. and Chas. Minshall.
Hutton, Fredk. Douglas	Henry Fison Killick.
James, John Calvert	Thos. Fowle.
Johnson, Geo. Featherstone	Geo. Johnson.
Johnston, Wm John	Wm. Johnston.
Jones, Frank Kirton, B.A.	John Marmaduke Teesdale.
Leader, Wm., B.A., LL.B.	Thos. Part.
Learoyd, Saml.	Nehemiah Learoyd.
Leeman, John Henry	Geo. Leeman, M.P.
Leggatt, Daniel, LL.D.	Wm. Vizard.
Little, Chas. Edwd.	Wm. Compton Smith; Thos. W. Gibbs; Wm. Chamberlayne.
Litton, Henry	Jas. Barratt; Thos. Grundy.
Lock, Arthur Henry	Henry Lock.
Lord, Thos. Kenion	Edwd. Herford; Hy. Atkinson; Geo. Johnson.
Nelson, John	Geo. Morley Saunders.
Nethersole, Henry Wordsworth	Hy. Jas. Owen; Hy. Nethersole.
Norbury, John Fredk., M.A.	Wm. Stewart Forster.
Park, Godfrey Wm. Wood	Godfrey Richd. Park.
Parry, Henry Isaacson	John Ralph Norton Norton.
Rees, Thos.	John Stockwood.
Riccard, Russell Louis	Messrs. Riccard; Edwd. Washbourn.
Shapland, Adam Fras. Terrell	John Terrell Shapland.
Shaw, Vernon John Yardley	Thos. Wm. Flavell.
Stephens, Thomas	George William Hodge.
Stevens, Augustus Gardiner	Francis George Sherrard.
Stevenson, Henry, jun.	Alfred Leaf.
Stockwood, Alfred	John Stockwood.
Sullivan, Henry Eden, B.A	John Berry Walford; Wm. Henry Reece.
Thorp, Charles	John Andrew; William M. Wilkinson.
Wagstaffe, John Francis	William Goodwin Wagstaffe.
Wallace, Robert	Joseph Watson.
Watson, John George	John P. Godfrey; William Elliott Duncan.
Watson, Thomas	Henry Dobinson.
Weatherhead, William	Robert B. Weatherhead.
Welch, Edwin Buckland Kemp	Martin Kemp Welch.
Wharton, Frederick Cox	George Frederick Wharton; Robert G. Hinnell.
Whitty, Thomas Ramson	William Hunt.

COURT PAPERS.

CHANCERY SITTINGS.

Trinity Term, 1867.

LORD CHANCELLOR.
Lincoln's Inn.

Mondy, May 27..App. mtns, & apps
Tuesday....28..Petitions, & apps.
Wednesday 29
Thursday ..30
Friday.....31
Satrdy. June 1 } Appeals.
Monday 3
Tuesday.... 4
Wednesday 5
Thursday .. 6..App. mtns. & apps.
Friday 7
Saturday .. 8
Monday ....10 } Appeals.
Tuesday 11
Wednesday..12
Thursday ..13..App. mtns. & apps.
Friday.....14..Appeals.
Saturday ..15..Petns. & Apps.
Monday ....17..App. mtns. & apps.

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.
Chancery-lane.

Mondy. May 27..Mtns. & gen. pa.
Tuesday....28 }
Wednesday .29 } General paper.
Thursday ..30 }
Friday ....31 }
Satrdy. June 1 { Petns., sht. caus., adj. sums., and general paper.
Monday .... 3 }
Tuesday.... 4 } General paper.
Wednesday 5 }
Thursday .. 6..Mtns. & gen. papr.
Friday..... 7..General paper.
Saturday .. 8 { Petns., sht. caus., adj. sums., and general paper.
Monday ....10 }
Tuesday....11 } General paper.
Wednesday 12 }
Thursday ..13..Mtns. & gen. pa.
Friday ....14..General paper.
Saturday ..15 { Petns., sht. caus. adj. sums., and general paper.
Monday ....17..Mtns. & gen. pa.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.
Lincoln's Inn.

Mondy. May 27..App. mtns. & apps.
Tuesday....28 }
Wednesday .29 } Appeals.
Thursday ..30 }
Friday ....31 { Petns. in lunacy, bk. apps., app. petns., and apps.
Satrdy. June 1 } Appeals.
Monday .... 3 }
Tuesday .... 4 { Apps. from County Palatine of Lanc. and apps.
Wednesday . 5..Appeals.
Thursday .. 6..App. mtns. & apps.
Friday .... 7 { Petitns. in lunacy, bk. apps., app. petns., & apps.
Saturday .. 8 }
Monday ....10 } Appeals.
Tuesday....11 }
Wednesday. 12 }
Thursday ..13..App. mtns., & apps.
Friday ....14 { Petns. in lunacy, bk. apps., app. petns., and apps.
Saturday ..15..Appeals.
Monday ....17..App. mtns. & apps.

NOTICE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR W. P. WOOD.
Lincoln's Inn.

Mondy. May 27..Mtns. & gen. pa.
Tuesday....28 }
Wednesday .29 } General paper.
Thursday ..30 }
Friday ....31 }
Satrdy. June 1 { Petns. sht. causes, adj. sums., and general paper.
Monday .... 3 }
Tuesday.... 4 } General paper.
Wednesday 5 }
Thursday .. 6..Mtns. & gen. pa.
Friday .... 7..General paper.

V. C. SIR JOHN STUART.
Lincoln's Inn.

Mondy. May 27..Motions & causes.
Tuesday....28 }
Wednesday 29 } Causes.
Thursday ..30 }
Friday ....31..Ptns. & caus.
Satrdy. June 1..Sht. caus. & caus.
Monday .... 3 }
Tuesday.... 4 } Causes.
Wednesday 5 }
Thursday .. 6..Mtns. & causes.
Friday .... 7..Petitions & causes.
Saturday .. 8..Sht. caus. & caus.
Monday ....10 }
Tuesday....11 } Causes.
Wednesday 12 }
Thursday ..13..Mtns. and causes.
Friday.....14..Petitions & causes.
Saturday ..15..Sht. causes & caus.
Monday ....17..Mtns. and causes.
Saturday .. 8 { Ptns., sht. caus., adj. sums., and general paper.
Monday ....10 }
Tuesday....11 } General paper.
Wednesday 12 }
Thursday ..13..Mtns. & gen. pa.
Friday ....14..General paper.

Saturday	15	Petns., sht. causes, adj. sums., & gen. pa.	
Monday	17	Mtns. & gen. pa.	
Monday	3	General paper.	
Tuesday	4		
Wednesday	5		
Thursday	6	Mtns., adj. sums., & gen. pa.	
Friday	7	Petns. & gen. pa.	
Saturday	8	Sht. causes and general paper.	
Monday	10	General paper	
Tuesday	11		
Wednesday	12		
Thursday	13	Mtns., adj. sums., & gen. pa.	
Friday	14	Petns. & gen. pa.	
Saturday	15	Sht. causes and general paper.	
Monday	17	Mtns., adj. sums., & gen. pa.	

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. MALINS.

Lincoln's Inn.

Mondy. May 27		Mtns., adj. sums., & gen. pa.	
Tuesday	28		
Wednesday	29	General paper	
Thursday	30		
Friday	31	Petns. & gen. pa	
Satrdy. June 1		Sht. causes, and general paper.	

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

CHANCERY VACATION NOTICE.

During the Whitsun Vacation the chambers of the Vice-Chancellor Sir John Stuart will be open on the following days, viz, 16th, 17th, 21st, 22nd, 23rd, and 24th May, 1867, from 11 till 1 o'clock.

The Whitsun Vacation will commence on Thursday, 16th May, and terminate on Saturday, the 25th May, both days inclusive.

COURT OF QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir ALEXANDER E. COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Trinity Term, 1867.

IN TERM.

Middlesex.

Tuesday.....May 28 | Tuesday ..... June 11
Tuesday.....June 4 |

There will not be any sittings during term in London.

AFTER TERM.

Middlesex.	London.
Tuesday ..... June 18	Tuesday..... July 2

The Court will sit at ten o'clock every day.

The causes in the list for each of the above sitting days in term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

We extract the following advertisement from an American paper:—

TO LAWYERS.—A member of the Philadelphia Bar, of ten years' standing, desires a Situation as an assistsant to a practising Attorney in this city or elsewhere.—Address.

In America, where there is not the English distinction between the barrister and the solicitor, such an advertisement is not singular. It certainly sounds strange to an English ear.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 2, 1867.

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	79
Stock	Caledonian	100	108
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	28½
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	112
Stock	Do., A Stock*	100	112
Stock	Great Southern and Western of Ireland	100	91
Stock	Great Western—Original	100	41¼
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	28
Stock	Lancashire and Yorkshire	100	123
Stock	London, Brighton, and South Coast	100	57
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	113½
Stock	London and South-Western	100	74
Stock	Manchester, Sheffield, and Lincoln	100	47
Stock	Metropolitan	100	117
Stock	Midland	100	110½
Stock	Do., Birmingham and Derby	100	81
Stock	North British	100	34½
Stock	North London	100	113
10	Do., 1866	5	6½
Stock	North Staffordshire	100	70
Stock	Scottish Central	100	—
Stock	South Devon	100	46
Stock	South-Eastern	100	64
Stock	Taff Vale	100	154
10	Do., C	—	3½ pm

* A receives no dividend until 6 per cent. has been paid to B.

GOVERNMENT FUNDS.

3 per Cent. Consols, 90⅝	Annuities, April, '85
Ditto for Account, June 6, 91⅛	Do. (Red Sea T.) Aug. 1908 19⅝
3 per Cent. Reduced, 89⅝	Ex Bills, £1000, 3 per Ct. 25 pm
New 3 per Cents., 89⅝	Ditto, £500, Do 25 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 18 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 6½ per Ct. (last half-year) 253
Do. 5 per Cent., Jan. '73 —	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 219	Ind. Enf. Pr., 5 p C., Jan. '72 103
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 —
Ditto 5 per Cent., July, '80 110¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88	Do. Bonds, 5 per Ct., £1000, 52 pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 52 pm.
Ditto Enfaced Ppr., 4 per Cent. 84½	

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

Although the markets have fluctuated to some extent during the past week, the result on summing up shows increased steadiness and decided improvement. The foreign news has largely contributed to this result, and the increasing confidence which is felt in the peace prospects has had a salutary influence in all directions. Home news have not been such as to counteract the influence of the foreign intelligence. Foreign securities exhibit, taking them as a whole, a slight further improvement, and British railway investments show a strong tendency to recover from their previous depression. In the general share market there is an increase of activity, bank shares, however, are less firm than other descriptions.

There is still a good demand for discount, money, however, is not scarce, and on the Stock Exchange the rate for advances has receded from 2½ to 3 last week to 1 to 2 at present.

Consols have been quiet but firm. To-day (Thursday), being settling-day, there has been a considerable clearance, which has occassioned an advance.

The report of the directors of the London and Brighton Railway, caused an immediate advance in the shares. On a statement being subsequently promulgated impugning the correctness of their calculations, the shares fell from 59 to 55½, they have, however, partially recovered. The boards of this line and the South-Eastern have issued an agreement for an amalgamation, the South-Western is to be invited to join.

Rentes have fluctuated, and on Monday they suddenly fell from 68f. 55c. (to which they had risen on the day preceeding) to 67f. 80c. They are now quoted at 68f. 70c.

The amount of bullion in the Bank of France continues to increase, and the demand for discount there is very dull.

A new Tunsian 7 per cent. loan is announced—£4,000,000 in 500f. or £20 bonds. Half is to be applied in the reduction of existing loans, and the remaining half offered to the public at 63.

In the matter of Overend, Gurney & Co., Vice-Chancellor Malins, on the 3rd, after hearing the adjourned application for a call, ordered a call of £10 per share, payable on the 25th of June. Mr. Oppenheim has issued a circular, in which he states his belief that, with the proceeds of this call, there will be sufficient funds to pay the larger parts of the balances still due to the creditors by the end of the present year.

We are glad to be able to announce that the committee of bankers propose for the future to publish a weekly return of the amounts which have passed through the clearing house on each day.

The cotton market is steady, and good accounts are received from the hop plantations, both English and foreign.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 1.—By Messrs. FULLER & HORSEY.

Leasehold plot of building land, situate in the Esplanade, East Cons, Hants—Sold for £250.

Freehold waterside premises, No. 27, Bankside, Southwark, known as the copper works of Messrs. James Shears & Sons—Sold for £6,000.

Leasehold estate, used for the engineering works of Messrs. James Shears & Sons, situate at Bankside, Southwark; term, 21 years from 1847, at £160 per annum—Sold for £2,000.

May 2.—By Mr. NEWSON.

Leasehold coach-houses and stabling, Nos. 26, 27, and 29 to 33, Northumberland-mews, Nottingham-st., Marylebone, producing £154 per annum; term, 24 years unexpired, at £3 1s. per annum—Sold for £1,350.

May 3.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold premises, Nos. 71, Old Broad-street, and 24, Throgmorton-street, City, let on lease at £310 per annum—Sold for £10,300.

Freehold premises, No. 23, Throgmorton-street, City; let on lease at £240 per annum—Sold for £9,200.

Freehold warehouses and house, &c., situate in Russell's-buildings, Wapping, let on lease at £60 per annum—Sold for £1,800.

Freehold, 3 shops and premises, Nos. 68 to 70, High-street, Wapping producing £90 per annum—Sold for £1,330.

Freehold house, No. 11, Russell's-buildings, Wapping, let at £18 per annum—Sold for £380.
Freehold, 5 houses and premises, No. 6 to 10, Russell's-buildings, producing £93 per annum—Sold for £420.

May 7.—By Messrs. Debenham, Tewson, & Farmer.

Leasehold, 2 houses and shops, Nos. 77 & 79, Holloway-road, producing £30 per annum; term, 98 years from 1837, at £10 per annum—Sold for £1,000.
Leasehold house, No. 39, Union-street, Nile-street, Hoxton New Town, let at £21 per annum; term, 41 years unexpired, at £3 10s. per annum—Sold for £165.
Freehold, 4 cottages, 4, 5, 7, & 8, Anglers-gardens, Frog-lane, Islington, producing £52 per annum—Sold for £410.
Leasehold, 2 residences, situate in Park-street, Camberwell, producing £20 per annum; terms, 33 years from 1851, and 61 years from 1822, at £3 8s. per annum—Sold for £195
Freehold house and shop, No. 9, Brighton-terrace, Rhodeswell-road, Stepney—Sold for £360.
Leasehold, 3 houses, Nos. 14 to 16, Taylor's-place, Bull-lane, Stepney, producing £41 12s. per annum; term, 67½ years from 1855, at £8 per annum—Sold for £200.
Leasehold house, No. 40, Middle Grove-street, Commercial-road, let at £20 16s. per annum; term, 79 years from 1824, at £3 per annum—Sold for £90.
Leasehold, 5 houses, Nos. 29, 31, 33, 35, and 37, James-street, Green-street, Bethnal-green, producing £109 14s. per annum; term, 60 years from 1845, at £18 18s. per annum—Sold for £450.
Leasehold, 3 houses, Nos. 1 to 3, Lower Pelham-street, Brick-lane, Spitalfields, producing £83 17s. per annum; term, 21 years from 1854, at £31 per annum—Sold for £10.
Freehold residence, known as Sherboro-house, Hanger-lane, Stamford-hill, also 9a 1r 21p of building land, known as Snare's Mead, producing £100 per annum—Sold for £7,500.
Freehold, 2a 2r 20p of building land, fronting Seven Sisters'-road, Stamford-hill—Sold for £1,800.
Freehold, 2 houses, Nos. 1 and 2, William's-place, Kensal-green, producing £48 per annum—Sold for £790.

May 7.—By Messrs. Farebrother, Clark, & Co.

Freehold, 1r and 37p of building land, situate at Chiselhurst, Kent—Sold for £450.

By Mr. J. Salter.

Freehold house and premises, No. 5, Clare-street, Clare Market, let at £63 per annum—Sold for £1,400.
Freehold house and premises, No. 6, Clare-street, let at £30 per annum—Sold for £800.

By Messrs. Horne & Eversfield.

Freehold Manufacturing premises and 2 houses, situate Nos. 89, Worship-street, and 25, Holywell-row, Shoreditch, let on lease at £310 per annum—Sold £5,550.

By Mr. F. A. Mullett.

Leasehold Residence, No. 18, Gloucester-gardens, Hyde-park, let on lease at £170 per annum; term, 70 years unexpired, at £26 per annum—Sold for £2,690.

May 8.—By Messrs. Edwin Fox & Bousfield.

Leasehold, 6 houses, Nos. 20 to 25, James-st, North Poplar, producing £104 per annum; term, 51 years unexpired, at £26 per annum—Sold for £345.
Freehold residence, known as Walton Lodge, East Brixton, annual value £90—Sold for £1520.
Beneficial lease of mercantile premises, No. 13, Austin-friars, annual value £1000, term, 8 years unexpired, at £165 per annum—Sold for £21,000.

By Mr. J. Jeffery.

Leasehold, 3 residences, Nos. 31, 33, and 35, Winchester-street, Pimlico, producing £138 10s. per annum; term, 74 years from 1856, at £27 per annum—Sold for £1,560.
Freehold villa, known as Bow villa, Upminster, Essex, annual value £60—Sold for £830.
Fifty £100 shares in the Vauxhall Bridge Company—Sold at £30 and £31 per share.

AT THE GUILDHALL COFFEE HOUSE.

May 2.—By Mr. Marsh.

Absolute reversion to one moiety of £8,480 18s. 2d. 3 per cent. Consols, expectant on the decease of a gentleman aged 66 years—Sold for £3,050.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HULL—On May 8, at Rodney-street, Liverpool, Mrs. Fred. S. Hull, of a son.
JONES—On May 6, at Beddington, the wife of H. R. Mansel Jones, Esq., of a son.

MARRIAGE.

ATTER—HARBY—On May 7, at the Parish Church, Ashfordby, Leicestershire, James Edward Atter, Esq., Solicitor, Stanford, to Mary Ann Harby, daughter of the late Joel Harby, Esq., Frisby-on-the-Wreak.

DEATHS.

ANDREWS—On May 4, at Bagshot, Thomas Andrews, Esq., Solicitor, aged 39.
BARRETT—On May 6, at Eton, Bucks, Mr. Charles Prentice Barrett, Esq., Solicitor, aged 53.
LOVELL—On May 7, Charles Forster Lovell, Esq., of Gray's-inn, and 59, Ellington-street, Islington, aged 39.
PAYNE—On April 30, at Southwell, Notts, Samuel Payne, Esq., late Registrar to the Leeds District Court of Bankruptcy, aged 85.
ROBSON—On May 6, at his residence in Bloomsbury-square, Christopher Robson, Esq., Solicitor, of Sackville-street, Piccadilly, and of Little Stoke, Berks, aged 60.
STOCK—On May 7, at his residence, 7, Upper Brook-street, John Shapland Stock, Esq., Q.C., Recorder of Exeter, aged 62.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, May 3, 1867.

Limited in Chancery.

London and Provincial Starch Company (Limited).—Petition for winding up, presented May 2, directed to be heard before Vice-Chancellor Wood on May 11. Pedley, Poultry, solicitor for the petitioner.

Unlimited in Chancery.

Universal and Equitable Permanent Benefit Building Society.—Creditors are required, on or before May 27, to send their names and addresses, and the particulars of their debts or claims, to Mr Edward William Matthews, Hawley-rd West, Kentish-town. Tuesday, June 4 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Tuesday, May 7, 1867.

Limited in Chancery.

Friend-in-need Life, Fire, Guarantee, and Accidental Assurance Company (Limited).—The Master of the Rolls has, by an order dated April 29, appointed Mr. Henry Threlkeld Edwards, 9, King's Arms-yd, Moorgate-street, to be official liquidator.
North Atlantic Telegraph Company (Limited).—Petition for winding up, presented May 6, directed to be heard before Vice-Chancellor Malins on May 31. Pritchard, Adam's-ct, Old Broad-st, solicitor for the petitioners.
Matlock Consumers' Gas Light and Coke Company (Limited).—By an order made by the Master of the Rolls, dated April 27, it was ordered that the above company be wound up. Dubois & Maynard, Church-passage, Gresham-st, agents for Gamble & Leech, Derby, solicitors for the petitioners.
Weekly Advertiser Newspaper Company (Limited).—By an order made by Vice-Chancellor Malins, dated April 26, it was ordered that the above company be wound up. Blake, Lothbury, solicitor for the petitioner.
Marseilles Extension Railway and Land Company (Limited).—By an order made by Vice-Chancellor Malins, dated April 26, it was ordered that the voluntary winding-up of the above company be continued. G. & H. Brandon, Essex-st, Strand, solicitors for the petitioner.

Stannaries of Cornwall.

Wheal Curtis Mining Company.—Petition for winding up, presented May 1, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, May 15 at 11. Affidavits intended to be used at the hearing in opposition to the petition, must be filed at the registrar's once, Truro, on or before May 11, and notice thereof must, at the same time, be given to the petitioners, their solicitors, or their agents. Gregory & Co, Bedford-row, agents for Hodge & Co, Truro, petitioner's solicitors.

Friendly Societies Dissolved.

Tuesday, May 7, 1867.

Loyal Duncombe Benefit Society of Old Friends, Jolly Coopers' Tavern, Clerkenwell-close. May 1.
New Coachmakers' Benefit Friendly Society, 34, Homer-st, Marylebone. May 2.
United Brothers, 24, Blackfriars-rd. May 2.
Loyal Lodge of Freegivers, Shoulder of Mutton Inn, Rowley Regis, Stafford. May 3.
Waterman's Friendly Society, Castle Tavern, Gosport, Southampton. May 3.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, May 3, 1867.

Austen, William Edward, Demerara, West Indies. July 27. Austen v Austen, V. C. Malins.
Cooke, Fredk, Boston, Lincoln, Solicitor. June 13. Holland v Holland, V. C. Stuart.
Smith, Benj, Norton, Nottingham, Innkeeper. June 1. Naylor v Smith, M. R.
Stares, John, Droxford, Hants, Esq. May 30. Stares v Stares, M. R.
Thompson, John, Rosoman-st, Clerkenwell, Tripeman. June 1. Nelson v Thompson, M. R.
White Hart Mortgage Copyholds and Freeholds. May 27. Collins v Thackeray, M. R.

Tuesday, May 7, 1867.

Camac, Wm, Mansfield-st, Esq. June 4. Oldfield v Brisco, M. R.
Curtis, Hy, Union-st, Bishopsgate-st, Licensed Victualler. May 21. Booth v Curtis, V.C. Stuart.
Dawson, John, Yeadon, York, Gent. June 1. Hainsworth v Dawson, M. R.
Mackey, Donald Campbell, Calcutta, East Indies, Merchant. Aug 1. Mookerjee v Minto, Phear, J.
Ward, Jas, Underwood-row, Shepherdess-walk, City-rd, Builder. June 3. Ward v Ward, M. R.
White, Wm, Weymouth, Dorset. June 10. Charles v Archer, V.C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, May 3, 1867.

Barrow, Chas Jas, Southwell, Nottingham, Esq. June 1. Townsend, Southwell.
Coates, Mary, Hartford, Chester, Widow. June 30. Cheshire, Northwich.
Cook, John, Pelham-st, Brompton, Gent. May 30. Pamphilon, Beaufort-bdgs, Strand.
Gibson, Solomon, Lpool. June 1. Wilde & Co, College-hill.
Green, Edwd, Ludham, Norfolk, Farmer. June 15. Foaters & Co, Norwich.
Holme, Anne, Brunswick-sq, Widow. June 14. Walker & Twyford, Southampton-st, Bloomsbury.
Hutchinson, Geo, Woodside, Westmorland, Yeoman. June Varty.
Leach, Geo, Plymouth, Esq. June 5. Little & Co, Davenport.

Oxenham, Caroline Nutcombe, Newland-st, Kensington, Spinster. June 1. Brown, Lincoln's-inn-fields.
Phillips, Jas, Abchurch-lane, Esq. June 1. Phillips, Abchurch-lane.
Pole, Hy Reginald Chandos, Radbourn Rectory, Derby. June 1. Challinor & Co, Leek.
Ramsden, David, Pariwell, York, Woollen Manufacturer. Aug 1. Chadwick & Son, Dewsbury.
Scawin, Wm, Monkgate, York, Esq. June 1. Newton & Co, York.
Simpkin, Wm Hy, Birkenhead, Chester, Licensed Victualler. June 27. Partrige & Woodward, Birm.
Smith, Albert, Devonport, Devon, Solicitor. June 4. Little & Co, Devonport.
Wilde, Wm, Blamerton, Norfolk, Auctioneer. July 1. Cooks, Norwich.
Wilson, John, Shirley, Southampton, Esq. June 8. Hellard & Son, Portsmouth.

TUESDAY, May 7, 1867.

Birch, Wyrley, Wretham-hall, Thetford, Norfolk, Esq. June 20. Birch & Ingram, Lincoln's-inn-fields.
Bonnett, Saml, Whitwick, Leicester, Farmer. June 24. Fisher, Ashby-de-la-Zouch.
Brice, Jas, Folkestone, Kent, Mariner. June 1. Holcroft & Knocker, Sevenoaks.
Capper, Joseph, Hanley, Stafford, Coachmaker. June 10. Blakeston & Everett, Hanley.
Clark, Mary, Gt Driffield, York, Widow. June 25. Wilson, Kingston-upon-Hull.
Cochrane, Thos, Jamaica, West Indies, Major. Aug 9. Sheppard & Riley, Moorgate-st.
Dickson, Peter, Upper Brook-st, Esq. June 20. Birch & Ingram, Lincoln's-inn-fields.
Hamilton, Danl Vesey, Assistant-Paymaster R. N. July 15. Burnett, Surrey-st, Strand.
Henwood, Eliz, Maidensgrove, Oxford, Widow. June 10. Jones, Watlington.
Jackson, Andrew, Park-ter, Brixton, Gent. June 4. Smith & Guscotte, Essex-st, Strand.
Meek, Joseph, Drybrook, Gloucester, Yeoman. May 31. Whatley, Mitchel Deal.
Melhuish, Thos Glass, York-rd, Lambeth, M.D. July 1. Miller, Copthall-ct.
Morris, Wm, West-sq, Lambeth, Licensed Victualler. June 1. Mackeson & Goldring, Lincoln's-inn-fields.
Musgrove, Ralph Newell, Lpool, Licensed Victualler. May 16. Forrest, Lpool.
Needham, Frank Heywood, Worcester, General Merchant. Sept 1. Bedford, Worcester.
Neil, Alex, Sheffield, York, Tailor. June 20. W. & B. Wake, Sheffield.
Northcote, Hy, Okefield, nr Crediton, Devon, Esq. June 8. Smith & Guscotte, Essex-st, Strand.
Pyves, Robt Brown, North Shields, Northumberland, Master Mariner. July 1. Brewis, Newcastle-upon-Tyne.
Royle, Thos, Stockport, Chester, Yeoman. June 1. Worthington, Cheadle.
Scholey, John, Pontefract, York, Nurseryman. June 1. Jefferson, Pontefract.
Symons, Moses, Devonshire-pl, Paddington, Gent. June 8. Brown, Lincoln's-inn-fields.
Till, Hannah, Brighton, Spinster. June 7. Stuckey, Brighton.
Walker, John Goldie, Fellows-rd, Haverstock-hill. Aug. 1. Thorley & Robinson, Manch.
Wall, Sarah, Philpot-house, Barking. May 24. Harris & Mee, Bishopsgate-church-yard.
White, John, Park Hall, Derby, Esq. June 24. Cunliffe & Leaf, Manch.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 3, 1867.

Aitken, Hy, York-rd, Lambeth, Publishing Agent. April 25. Comp. Reg May 3.
Andrews, Hy Collyer, Southampton, Draper. April 10. Comp. Reg May 1.
Atkins, Wm Eagles, Birm, Jeweller. April 24. Comp. Reg May 2.
Banks, Hy Holden, & Alex Fiddes Greig, Lpool, Wine Merchants. April 4. Comp. Reg May 2.
Barrett, Wm, Upper Sydenham, Builder. April 15. Comp. Reg May 1.
Becker, Ernest, & Wm Pound, Basinghall-st, Export Stationers. April 16. Comp. Reg May 1.
Belli, Augustus John, Priory-rd, Hampstead, Esq. April 13. Comp. Reg May 2.
Bradbury, Sarah, Manch, Single Woman. April 17. Comp. Reg April 30.
Bridges, Hansord Jackson, Stowmarket, Suffolk, Merchant. April 1. Asst. Reg April 29.
Brough, Wm, Sutton, nr Macclesfield, Chester, Innkeeper. April 29. Comp. Reg May 1.
Carrall, Hy, Kingston-upon-Hull, Dealer in Toys. April 18. Asst. Reg April 30.
Carter, Robt, Farnhurst, Sussex, Licensed Victualler. April 24. Comp. Reg May 1.
Caulfield, Jas, Manch, Rag Merchant. April 5. Comp. Reg May 2.
Chandler, Reuben, Hereford, out of business. April 4. Comp. Reg May 2.
Chapman, David Ward, Barn Elms, Barnes, Merchant. April 3. Inspectorship. Reg May 1.
Clark, Wm, Old-st-rd, Shoreditch, Cabinet Manufacturer. April 24. Comp. Reg May 3.
Clayton, Jas Hy, Neel-st, Islington, Attorney. March 20. Asst. Reg May 1.
Climie, Danl, Scarborough, York, Engineer. April 22. Asst. Reg May 3.
Cook, Alex, Sunderland, Durham, Draper. April 15. Comp. Reg May 1
Colegon, John Bernard, Warwick-rd, Maida-hill West. March 30. Asst. Reg May 3.
Crowther, Thos, Almondbury, York, Beer Seller. April 3. Asst. Reg April 30.
Davey, Thos, Liskeard, Cornwall, Butcher. April 8. Comp. Reg April 30.
Eadon, Thos, Strangeways, nr Manch, Clerk. April 26. Comp. Reg May 2.
Fisher, Geo, Clapham Park-rd, Clapham, Haberdasher. April 26. Comp. Reg May 3.
Fearnley, John, sen, Holbeck, Leeds, Cloth Manufacturer. April 27. Asst. Reg May 3.
Forster, John, Newcastle-upon-Tyne, Cartman. April 1. Comp. Reg April 29.
Franklin, Solomon, Wentworth-st, Whitechapel, Boot Dealer. April 29. Comp. Reg May 1.
Garrard, John Goodjer, Harlow, Essex, Miller. April 5. Asst. Reg April 30.
Green, Jas Wallace, Rutland-ter, Larkhall-lane, Oilman. April 4. Asst. Reg May 1.
Green, Alfd, Lpool, Clerk to an Upholsterer. April 18. Comp. Reg May 2.
Hardy, Chas Hy, Clarendon-st, Harrow-rd, out of business. April 15. Comp. Reg May 2.
Hayward, Wm, Hanley, Stafford, Grocer. April 16. Asst. Reg May 3.
Hersberg, Adolphus, Robert Villa, Forset Hill, out of business. April 9. Comp. Reg May 2.
Herzog, Jas, Friday-st, Commission Merchant. April 10. Comp. Reg April 30.
Hey, John, & Jonas Hey, Scar Hall, Oxenhope, York, Machine Wool Combers. April 23. Comp. Reg April 30.
Hickie, John, & Jas Borman, Leadenhall-st, Shipbrokers. April 27. Inspectorship. Reg April 30.
Higgins, Joseph, Oxford, Brewer and Innkeeper. April 16. Comp. Reg May 2.
Homes, John, Norwich, Boot and Shoe Maker. April 22. Asst. Reg May 2.
Powell, Geo Howard, Manilla ter, Croydon, Comm Agent. April 26. Comp. Reg May 1.
How, Sidney Wm, Upper-st, Islington, Laceman. April 3. Comp. Reg May 1.
Jenkins, Eliz, Plymouth, Devon, Draper. April 9. Asst. Reg April 30.
Jerdan, Chas Stuart, Plymouth, Devon, Assistant Engineer R. N. April 18. Comp. Reg May 1.
Jobson, Wm, Hexham, Northumberland, Blacksmith. April 10. Conv. Reg May 2.
Knight, Richd Geo, Horton, York, Grocer. April 29. Comp. Reg May 3.
Last, Thos Hy, Alfred-pl, Brompton, Gent. April 29. Comp. Reg May 1.
Lawrence, Sydney Montague, Strand, Clothier. April 29. Comp. Reg May 3.
Loder, Chas, Lincoln, Printer and Publisher. April 3. Asst. Reg April 30.
Macculloch, Hugh Bowie, & Harry John, Lpool, Merchants. April 30. Asst. Reg May 2.
McKnight, Edwd, Wigan, Lancaster, Provision-shop Keeper. April 26. Comp. Reg May 2.
Meek, Saml, Newbridge, Stafford, Maltster. April 12. Comp. Reg May 2.
Metcalfe, Wm, White Abbey, Bradford, York, Contractor. April 4. Comp. Reg May 1.
Moore, Wm, Manch, Stay Manufacturer. April 29. Asst. Reg May 2.
Noar, Hy, Manch, Fustian Dealer. April 22. Comp. Reg May 1.
Parker, Stephen, Rowde, Wilts, Baker. April 3. Conv. Reg April 30.
Phillips, Joseph John, Lamb-st, Spitalfields, Salesman. April 2. Asst. Reg April 30.
Price, Evan, Llanvals, Brecon, Tailor. April 29. Comp. Reg May 3.
Raisbeck, Rebecca, High-st, Poplar, Hatter. April 4. Asst. Reg April 3.
Rapley, John Freeman, Newbury, Berks, Draper. April 5. Comp. Reg April 30.
Read, Wm, Coventry, Watch Manufacturer. April 29. Comp. Reg May 2.
Reed, John, Batin Bush, Cumberland, Farmer. April 6. Asst. Reg May 3.
Rofe, Edwin Albert, Howard-st, Strand, Assistant to a Tobacconist. April 12. Comp. Reg April 30.
Scorer, Abraham, Old-st-rd, Shoreditch, Frame Maker. April 25. Comp. Reg April 30.
Sidgreaves, Chas, Twickenham, Merchant. April 5. Comp. Reg May 2.
Siebe, Hy Herepath, & Wm Geo Burnett, Frith-st, Soho, Lithographic Artists. April 25. Comp. Reg May 1.
Simmons, Jas, Stainsby-rd, Limehouse, Saltpetre Manufacturer. April 15. Comp. Reg May 1.
Skatte, Rasmus Christian Hansen, Lpool, Ship Chandler. April 11. Comp. Reg May 2.
Stieber, Phillip, Cottenham-rd, Hornsey-rd, Grocer. April 12. Comp. Reg May 1.
Sykes, Soml, Leeds, Flax and Yarn Merchant. April 6. Inspectorship. Reg May 1.
Tomkinson, Chas, Surbiton, Surrey, Builder. April 29. Comp. Reg April 30.
Walker, Hy John, Gt Dover-st, Southwark, Lithographic Printer. April 8. Asst. Reg May 1.
Walpole, Thos, Birm, Tobacconist. April 10. Comp. Reg May 1.
Watson, John, Hinckley, Leicester, Grocer. April 3. Comp. Reg May 1.
Whalley, Richd, Steeton, York, Shop Keeper. April 5. Asst. Reg May 3.
Worth, Wm, Gorton nr Manch, Tailor. May 1. Comp. Reg May 3.

Whittaker, Richd, Gresham-st, Watchmaker. April 18. Comp. Reg April 25.
Young, John, Bristol, Tailor. April 12. Asst. Reg May 3.

TUESDAY, May 7, 1867.

Amies, Nathaniel Jones, Manch, Smallware Manufacturer. April 12. Comp. Reg May 7.
Anderson, Wm, Newcastle-upon-Tyne, Draper. April 11. Asst. Reg May 7.
Avins, Hy, Percival-st, Clerkenwell, Bristle Assorter. April 26. Asst. Reg May 7.
Bailey, Wm, High Holborn, Hosier. April 11. Asst. Reg May 6.
Bartlett, Richd, Chelsea-villas, Fulham-rd, out of business. May 1. Comp. Reg May 8.
Barton, Robt Cox, Bristol, Draper. April 10. Comp. Reg May 7.
Berritt, Hy, Cumberland-st, Curtain-rd, Shoreditch, Commercial Traveller. April 8. Comp. Reg May 4.
Best, Geo, Bodmin, Cornwall, Machinist. March 22. Comp. Reg May 6.
Braddick, Chas Hy, High-st, Camden-town, Draper. April 12. Comp. Reg May 3.
Brookes, John, Tiersford, Chester, Farmer. April 5. Asst. Reg May 3.
Broster, Joseph, Leek, Stafford, Silk Manufacturer. April 6. Asst. Reg May 4.
Bruton, Joseph, Crane-ct, Fleet-st, Printer. April 6. Asst. Reg May 4.
Burgin, Wm, sen, Sproxton, Leicester, Farmer. April 20. Conv. Reg May 7.
Clarke, Geo Anson, Gt Yarmouth, Norfolk, Smack Owner. April 20. Asst. Reg May 4.
Coleman, Chas, Lawrence-lane, Warehouseman. April 9. Asst. Reg May 6.
Combes, Julia Whitney, New Passage, Gloucester, Spinster. May 2. Asst. Reg May 6.
Coombe, Wm Winser, Bishopsteignton, Devon, Miller. April 11. Asst. Reg May 4.
Coulton, Richd, Seaham Harbour, Durham, Brewer. May 3. Comp. Reg May 7.
Dunwoody, Wm, Alfred-st, Bow, Licensed Victualler. April 15. Comp. Reg May 7.
Elkin, Thos, Crewe, Chester, Draper. May 4. Comp. Reg May 7.
Fieldsend, Alfred, Sheffield, Steel Merchant. April 12. Comp. Reg May 7.
Goldman, Louis, Sunderland, Travelling Jeweller. April 19. Comp. Reg May 3.
Grantham, John, Birm, Tailor. April 6. Comp. Reg May 6.
Gray, Thos, Pilgrim-st, Ludgate-hill, Auctioneer. April 1. Comp. Reg May 4.
Gray, Hy, Acton, Middx, Draper. April 9. Asst. Reg May 3.
Gregory, Hy, Newport, Monmouth, Brewer. April 6. Inspectorship. Reg May 4.
Hall, Christopher, Fenchurch-st, Esq. April 18. Asst. Reg May 7.
Haydon, Saml, New Mill-end, nr Luton, Bedford, Farmer. May 4. Comp. Reg May 7.
Helliwell, Greenwood, Hebden-bridge, York, Joiner. April 11. Asst. Reg May 7.
Hollis, Hy, Brook-st, Ratcliffe, Grocer. April 5. Comp. Reg May 3.
Humfrey, Chas, Suffolk-grove, Suffolk-st, Southwark. May 1. Comp. Reg May 4.
Hunter, Thos, West Derby, nr Liverpool, Wheelwright. April 10. Comp. Reg May 6.
Hinge, Edwd, Milton-next-Sittingbourne, Kent, Tailor. April 12. Comp. Reg May 6.
Holsworth, Wm John, and John Jenkin Clarke, Birm, Stay Manufacturers. April 18. Comp. Reg May 7.
Isaacs, Abraham, Monmouth, Newport, Outfitter. April 18. Comp. Reg May 4.
Janson, Hirst, Barnsley, York, Innkeeper. April 18. Asst. Reg May 6.
Jardine, Amelia, and Amelia Jardine, jun, Dunstable, Beds, Straw Hat Manufacturers. April 13. Asst. Reg May 6.
Jennings, Jas, Seacombe, Chester, Brewer. April 30. Comp. Reg May 6.
Johnson, Hy Chas, Gt St Helen's, Accountant. May 6. Comp. Reg May 7.
Knott, Jas, Cardigan-st, Upper Kennington-lane, Glass Bottle Manufacturer. April 24. Comp. Reg May 3.
Linton, John Edwd, Walthamstow, Essex, Baker. April 15. Comp. Reg May 4.
Macdonald, John, Birm, Travelling Draper. April 24. Asst. Reg May 6.
Makwick, Mark, Prisoner for Debt, London. May 1. Comp. Reg May 4.
Manger, Wm Rutlish, & Abiah Gregory, Walworth-road, Japan Ware Manufacturers. May 2. Comp. Reg May 3.
Metcalfe, Wm, Lupus-st, Pimlico, Linen Draper. May 6. Comp. Reg May 7.
Millington, Thos, Hawarden, Flint, Builder. April 15. Asst. Reg May 7.
Mohun, Martin, Faversham, Kent, Chemist. April 9. Asst. Reg May 7.
Morgan, Edwd, jun, Gibson-sq, Islington, Gent. April 13. Comp. Reg May 7.
Morrison, Abram, Sheffield, Draper. April 11. Asst. Reg May 6.
Morton, Hugh, Sunderland, Durham, Draper. April 10. Asst. Reg May 8.
Mueller, John Hy, Connaught-ter, Hyde-park, Watchmaker. May 2. Comp. Reg May 6.
Nixon, Hy, Bottesford, Leicester, Grocer. April 9. Comp. Reg May 7.
Norman, Geo Lewis, Sorle-st, Lincoln's-inn-fields, Solicitor. April 26. Asst. Reg May 7.
Orpwood, Hy, Dry Sandford, Berks, Farmer. April 8. Asst. Reg May 4.
Patterson, John Chas, Newcastle-upon-Tyne, Fancy Dealer. May 4. Comp. Reg May 7.
Penwarden, John Hoskin, Alton, Southampton, Saddler. April 10. Asst. Reg May 7.
Perry, Fredk March, All Saints'-pl, Caledonian-rd, Builder. April 16. Asst. Reg May 4.
Pulman, Thos, Barnard Castle, Durham, Woollen Draper. April 6. Asst. Reg May 4.
Rothery, Handel, & Geo Fredk Rothery, Halifax, York, Worstead Spinners. April 13. Asst. Reg May 6.
Ryland, Chas John, & Wm Tulin Bewley, Handsworth, Stafford, Iron and Metal Brokers. April 6. Asst. Reg May 4.
Siedle, Ludwig, Thomas-st, Woolwich, Jeweller. May 6. Comp. Reg May 6.
Smith, Joseph Addy, Barnsley, York, Bookseller. April 13. Comp. Reg May 6.
Seokey, Thos Hy, North-st, Little Moorfields, Saddler. April 26. Comp. Reg May 3.
Sutcliffe, Edwin, Cars in Marsden, nr Huddersfield, Plasterer. April 12. Asst. Reg May 3.
Taylor, Robt Saml, Freshwater, Isle of Wight, Draper. April 26. Asst. Reg May 6.
Thomas, Thos Stephen, Merthyr Tydfil, Glamorgan, Grocer. May 2. Comp. Reg May 4.
Thorton, Hy, Middlesbrough York, Licensed Victualler. April 18. Asst. Reg May 4.
Trowell, Edwd Hy, Sittingbourne, Kent, Grocer. April 15. Comp. Reg May 7.
Underwood, Geo, Lpool, Engineer. April 29. Asst. Reg May 4.
Walsh, John, Manch, Agent. April 30. Comp. Reg May 3.
Walters, Wm, Aston New Town, Warwick, Baker. April 10. Asst. Reg May 6.
Wetherell, Thos, Sunderland, Durham, Hosier. April 27. Comp. Reg May 6.
Whitell, Geo, & Wm Fras Whitell, Plymouth, Devon, Wholesale Boot Manufacturer. May 1. Comp. Reg May 6.
Whittam, Joseph, Preston, Lancaster, Draper. April 10. Comp. Reg May 6.
Wightman, John, Wednesbury, Stafford, Travelling Draper. April 15. Asst. Reg May 3.
Woods, John, sen, Ormskirk, Lancaster, Cabinet Maker. April 9. Comp. Reg May 7.

Bankrupts.

FRIDAY, May 3, 1867.

To Surrender in London.

Barnes, Thos, Church-row, Bethnal-green, Boot Manufacturer. Pet April 29. May 28 at 2. Drake, Basinghall-st.
Buckingham, Reuben, Tavistock-terrace, Notting-hill, House Decorator. Pet April 29. May 28 at 2. Webster, Basinghall-st.
Burr, Richd, Wellington-mews, Bessborough-place, Pimlico, Job Master. Pet April 29. May 27 at 2. Doughty, Charing-cross.
Dark, Joseph, Bath-place, Copenhagen-st, Islington, Bricklayer. Pet May 1. May 29 at 12. Langley & Gibbon, Gt James-st, Bedford-row.
Facey, Jas, Henry's-terrace, Peckham-grove, Labourer. Pet May 1. May 15 at 1. Davis, Harp-lane, Gt Tower-street.
Harnden, Joseph, Milton-next-Sittingbourne, Kent, Relieving Officer. Pet April 30. May 29 at 12. Morris & Co, Moorgate-st-chambers.
Hawkins, Mary Dorathea, Eccleston-st South, Pimlico, Milliner. Pet May 1. May 15 at 1. Lindus, Cheapside.
Houghton, Henry Thos, Francis-st, Lucan-place, Felton-st, Hoxton, Cabinet Maker. Pet April 30. May 28 at 2. Lewis & Co, Basinghall-st.
Howe, John, Gutteridge-st, Hillingdon-heath, Builder. Pet April 27. May 27 at 1. Jennings, Gray-st, Oxford-st.
Lurkins, Walter, Dod-st, Limehouse, Carpenter. Pet April 29. May 15 at 11. Edwards, Bush-lane, Cannon-st.
Mears, Jesse, Merton-lane, Wandsworth, Brickmaker. Pet April 30. May 28 at 2. Chidley, Old Jewry.
Mickle, Wm Jas Lilley, Prisoner for Debt, London. Pet April 29 (for pau). May 15 at 11. Pittman, Guildhall-chambers, Basinghall-st.
Miller, Thos Joseph, Southwark-bridge-rd, Beer Retailer. Pet April 30. May 15 at 12. Steadman, Mason's-avenue, Coleman-st.
Pike, Thos Nightingale, Petersham-rd, Ham Common, Tea Dealer. Pet April 29. May 15 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Renshaw, John Jas, Golden-lane, Licensed Victualler. Pet April 17. May 15 at 1. Flavell, Bedford-row.
Rowland, Mannin, Church-ct, Little Chapel-st, Westminster, Journeyman Shoemaker. Pet April 30. May 15 at 12. Porter, Southampton-row, Bloomsbury.
Saunders, Wm, Gt Chart-st, Hoxton, Cab Proprietor. Pet April 30. May 27 at 2. Spiller, South-pl, Finsbury-sq.
Slatter, Joseph, St Ives, Huntingdon, Ironmonger. Pet April 30. May 28 at 11. Linklater & Co, Walbrook.
Smith, Hy Jas, Camberwell New-rd, Draper's Assistant. Pet April 29. May 27 at 1. Binns & Hicklin, Trinity-sq, Boro'.
Sykes, Frank Whitworth, Prisoner for Debt, Dorchester. Pet April 26. May 15 at 2. Coombe & Co, Staples-inn.
Thompson, Geo Wm, Goswell-st, Farmer. Pet April 25. May 15 at 2. Miller, Feschurch-st.
Tyler, Geo, Emmett-st, Poplar, Beershop-keeper. Pet April 30. May 29 at 11. Harrison, Basinghall-st.
Van Buren, Martinus Robt, Prisoner for Debt, London. Pet April 30 (for pau). May 15 at 12. Pittman, Guildhall-chambers.
Ward, Danl Grainger, Penge, Boiler Maker. Pet April 30. May 28 at 1. Letts, Throgmorton-st.
Webb, Eliz, The Grove, Boltons, West Brompton, School Mistress. Pet April 27. May 28 at 11. Lawrance & Co, Old Jewry-chambers.
Woolley, Wm, Peckham, no occupation. Pet April 29. May 15 at 12. Drake, Basinghall-st.

To Surrender in the Country.

Aston, Chas, Wolverhampton, Stafford, Wheelwright. Pet April 29. Wolverhampton, May 16 at 12. Barrow, Wolverhampton.
Barnard, Henry, Prisoner for Debt, Manchester. Pet April 22. Manchester, May 14 at 9.30. Gardner, Manchester.

Bendall, Henry, Freshwater, Isle of Wight, Painter. Pet April 26. Newport, May 15 at 12. Hooper, Newport.
Bramwell, Edwd, Eyam, Derby, Butcher. Pet April 18. Bakewell, May 11 at 11. Neal, Matlock.
Bratt, Walter, Marston, Stafford, Provision Dealer. Pet April 30. Stafford, May 27 at 11. Brough, Stafford.
Bullock, Thos, Swanwick, Derby, Publican. Pet April 17. Alfreton, May 7 at 12. Walker, Belper.
Byham, Thos Edwd, Colchester, Essex, Confectioner. Pet April 18. Colchester, May 18 at 12. Jones, Colchester.
Coupe, Geo, West-widness, Lancaster, Grocer. Pet April 30. Lpool May 20 at 12. Worship, Lpool.
Cryer, Robinson, Burnley, Lancaster, out of business. Pet April 25. Burnley, May 16 at 3. Parkerson, Burnley.
Danks, Saml, Worcester, out of business. Pet April 29. Birm, May 15 at 12. Knott, Worcester.
Davies, Shadrach, Britannia, nr Porth, Glamorgan, Grocer. Pet April 24. Bristol, May 15 at 11. Spickett, Pontypridd.
Drakeford, Joseph, Haverfordwest, Grocer. Pet April 24. Bristol, May 15 at 11. Price, Haverfordwest.
Ellis, John, Bangor, Carnarvon, Licensed Victualler. Pet April 29. Lpool, May 16 at 12. Evans & Co, Lpool.
Evans, Jonathan, Lewis's Lock, Rhydyfelan, Glamorgan, Boatman Pet April 29. Pontypridd, May 14 at 11. Thomas, Pontypridd.
Geake, Thos, Sherborne, Dorset, Upholsterer. Pet April 29. Yeovil, May 17 at 3. Ellis, Sherborne.
Gill, John, Warwick, Licensed Victualler. Pet April 30. Warwick, May 18 at 11. Sanderson, Warwick.
Griffiths, John, Melincrythan, nr Neath, Glamorgan, Carpenter. Pet April 27. Neath, May 16 at 11. Kempthorne, Neath.
Harris, Isaac, Lpool, Dealer in Milk. Pet April 26. Lpool, May 15 at 3. Blackhurst, Lpool.
Herbert, Hy, Gloucester, Bootmaker. Pet April 29. Gloucester, May 15 at 12. Hull, Gloucester.
Horton, Thos, Frome Selwood, Somerset, Baker. Pet April 30. Frome, May 14 at 12. Macarthy, Frome.
Howard, Edwin, Whitfield, Derby, Joiner. Pet April 30. Glossop, May 16 at 4. Ellison, Glossop.
Jackson, Parrot, Bakewell, Derby, Fishmonger. Pet April 18. Bakewell, May 11 at 11. Neal, Matlock.
Jackson, John, Gateshead, Durham, Coal Miner. Pet May 1. Gateshead, May 15 at 12. Joel, Newcastle-upon-Tyne.
Jordan, John, Prisoner for Debt, Lancaster. Adj April 17. Lpool, May 13 at 3. Reynolds, Lpool.
Kinlock, Graham, & Jas Hollin, Church, nr Accrington, Lancaster, Manufacturers. Pet April 24. Manch, May 15 at 11. Atkinson & Co, Manch.
Mather, Chas, Burnley, Lancaster, out of business. Pet April 29. Burnley, May 16 at 3.30. Backhouse & Whittam, Burnley.
Mawson, Amos, Bradford, York, Stone Leader. Pet April 25. Bradford, May 17 at 9.45. Harle, Bradford.
Mellor, Saml, Oldham, Lancaster, Ironfounder. Pet April 24. Manch, May 17 at 11. Grundy & Coulson, Manch.
Mitchell, Humphrey, Lpool, Tailor. Pet April 20. Lpool, May 13 at 11. Morris, Lpool.
Mitchell, Richd, Rowden-hill, Wilts, Beerseller. Pet April 27. Chippenham, May 17 at 12.30. Smith, Melksham.
Middleton, Richd, Nottingham, Builder. Pet April 30. Birm, May 14 at 11. Belk, Nottingham.
Middlemist, Alfd, Kingston-upon-Hull, Sewing Machine Maker. Pet April 30. Leeds, May 22 at 12. Spurr & Chambers, Hull.
Pool, John, Wolverhampton, Stafford, Saddler. Pet April 29. Wolverhampton, May 16 at 12. Barrow, Wolverhampton.
Quarmby, Hy, Paddock, York, Linen Draper. Pet April 25. Leeds, May 16 at 11. Drake, Huddersfield.
Reed, Saml, Cardiff, Glamorgan, China and Earthenware Dealer. Pet April 27. Cardiff, May 13 at 11. Stephens, Cardiff.
Rothery, Isaac, Orton, Westmorland, Innkeeper. Pet April 29. Newcastle-upon-Tyne, May 17 at 12. Ingledew & Doggett, Newcastle-upon-Tyne.
Rowles, Wm, Newport, Monmouth, Fitter. Pet April 30. Bristol May 15 at 11. Graham, Newport.
Saxton, Benj Nicholas, Prisoner for Debt, Lancaster. Adj April 17. Lpool, May 16 at 11.
Sharples, Hugh, Prisoner for Debt, Lancaster. Adj April 17. Lancaster, May 14 at 11.
Siddell, John, Sunderland, Durham, Fishmonger. Pet April 21. Sunderland, May 21 at 3. Dixon, Sunderland.
Sides, Thos, Birm, Fishmonger. Pet April 29. Birm, May 15 at 12. Parry, Birm.
Slack, Saml, jun, Wormhill, Derby, Publican Pet March 26. Bakewell, May 11 at 11. Wheatcroft, Matlock Bridge.
Smith, Richd, Lpool, Wholesale Butcher. Pet April 27. Lpool, May 15 at 3. Blackhurst, Lpool.
Smith, Matthew, Bulmer, York, Farmer. Pet May 1. Leeds, May 13 at 11. Jackson & Co, Malton.
Smithson, Mark, Bradford, York, Farm Servant. Pet April 25. Bradford, May 17 at 9.45. Harle, Bradford.
Spencer, Hy Shepley, Batley, York, Dyer. Pet April 22. Leeds, May 16 at 11. Scholefield, Batley.
Thomas, Wm, Leintwardine, Hereford, Miller. Pet April 29. Birm, May 15 at 12. Reece & Harris, Birm.
Threadgill, Jas, Prisoner for Debt, Lincoln. Adj April 10. Nottingham, May 14 at 11. Maples, Nottingham.
Traverse, Thos, Prisoner for Debt, Manch. Adj April 16. Manch, May 14 at 11.
Walker, Geo, Darlington, Durham, Lemonade Manufacturer. Pet April 30. Darlington, May 16 at 10. Steavenson, Darlington.
Whalley, Robt, St Helen's, Lancaster, Beerseller. Pet April 30. St Helen's, May 15 at 12. Beasley, St Helen's.
Wilde, John, Hyde, Chester, Sexton. Pet April 29. Manch, May 14 at 11. Hibbert, Manch.
Wilkinson, Danl, Boston, Lancaster, Commission Agent. Pet April 30. Manch, May 16 at 12. Sale & Co, Manch.
Winders, John, Parr-moss, Lancaster, Bricklayer. Pet April 30. St Helen's, May 15 at 11. Tyrer, Prescot.
Wolstenhulme, Robt, Prisoner for Debt. Adj Feb 20. Lancaster, May 15 at 12. Jones, Manch.

TUESDAY, May 7, 1867.

To Surrender in London.

Arnold, Ann Maria, West-green, Tottenham, Nurse. Pet May 4. May 27 at 1. Tayler, Church-row, Upper-st, Islington.
Beard, Richd, jun, North-rd, Clapham-park, Manufacturer of Artificial Leather. Pet May 3. May 27 at 12. Snell, George-st, Mansion-house.
Cooper, Astley Augustus Chas, Wilton, Wilts, Doctor. Pet April 30. May 27 at 2. Lawless & Co, Gracechurch-st.
Couling, Peter, Woodgarston-farm, nr Basingstoke, Hants, out of business. Pet May 2. May 30 at 12. Pittman, Guildhall-chambers.
Devile, Wm, Hall's-hole, nr Tunbridge Wells, Kent, Market Gardener. Pet May 2. May 30 at 12. Sole & Co, Bucklersbury.
Edwards, Matthias Hooper, Luton, Bedford, Jeweller. Pet May 2. May 27 at 11. Sismey, Sergeant's-inn, Fleet-st.
Fleischhacker, Morris, & Louis Sallinger, London-st, Greenwich, Picture Frame Manufacturers. Pet May 2. May 30 at 12. Goatley, Bow-st, Covent-garden.
Glitsenstein, Sidney, Gower-st, Wine Agent. Pet May 2. May 27 at 11. Fereday, Bedford-row.
Hurren, John, Acton-st, Gray's-inn-rd, Builder. Pet May 2. May 29 at 1. Harrison, Basinghall-st.
Johnson, Arabella, Surrey-st, Strand, no occupation. Pet May 2. May 29 at 1. Nichols & Clark, Cook's-ct, Lincoln's-inn.
Jones, Ebenezer, & Joseph Chas Jones, Rathbone-pl, Oxford-st, Engineers. Pet April 25. May 27 at 12. Angell, Guildhall-yd.
Lock, John Smith, City-rd, Hat Manufacturer. Pet May 2. May 30 at 1. Webster, Basinghall-st.
Norris, Richd Robinson, Westbourne-grove, Bayswater, Baker. Pet April 27. June 5 at 11. Cooke, King-st, Cheapside.
Ratcliff, Joseph, Essex-rd, St Peter-st, Islington, Grocer. Pet May 2. May 27 at 12. Pittman, Guildhall-chambers.
Richards, Fredk Augustus Gibbs, Loswithiel, Cornwall, Proprietor of Clay Works. Pet April 30. June 5 at 11. Hewitt, Nicholas-lane.
Samuel, Hy, East India Dock-rd, Poplar, Clothier. Pet May 2. May 27 at 12. Solomon, Finsbury-pl.
Shortt, Geo Hy, Hackney-wick, out of business. Pet May 1 (for pau). May 29 at 12. Hicks, Coleman-st.
Sprosen, Richd, Everitt-ter, Victoria Docks, Butcher. Pet May 2. May 30 at 1. Newman, Bucklersbury.
Staines, John, Grundy-st, Crisp-st, Poplar, Greengrocer. Pet May 1. May 28 at 1. Wood, Basinghall-st.
Taylor, Richd, Stratford, Baker. Pet May 4. May 27 at 1. Cordwell, College-hill, Cannon-st.
Tompson, John, Prisoner for Debt, London. Pet May 1 (for pau). May 29 at 2. Pittman, Basinghall-st.
Wigg, Geo, Prisoner for Debt, London. Pet May 4 (for pau). June 5 at 11. Parkes, Beaufort-buildings.
Williamson, John Austin, Blackman-st, Southwark, Corn Dealer. Pet May 3. May 27 at 12. Holmes, Fenchurch-st.
Willis, Fredk Thos, Pownall-rd, Dalston, Warehouseman's Clerk. Pet May 2. May 30 at 1. Worthington & Co, Milk-st.

To Surrender in the Country.

Allard, Maurice, Tewkesbury, Gloucester, Saddler. Pet May 3. Bristol, May 17 at 11. Taynton, Gloucester.
Atkinson, Joseph, Rock Ferry, Chester, out of business. Pet May 4. Lpool, May 21 at 12. Nordon, Lpool.
Barnes, Geo Anthony, Scole, Norfolk, Mail Cart Contractor. Pet May 3. Eye, May 21 at 10. Chittock, Norwich.
Bowden, Wm, Pollain Cross, Cornwall, Farmer. Pet May 4. Falmouth, May 18 at 11. Holloway, Redruth.
Brittain, Joseph, Gt Wyrley, Stafford, Saddler. Pet May 4. Walsall, May 22 at 12. Ebsworth, Wednesbury.
Broughton, Hy, and Jas Hartley Broughton, Littletown, York, Curriers. Pet April 26. Leeds, May 20 at 11. Ibberson, Dewsbury.
Brown, Chas Thos, Gloucester, Grocer. Pet May 1. Gloucester, May 18 at 1. Taynton, Gloucester.
Browning, Richd, Southampton, Coal Dealer. Pet May 2. Southampton, May 22 at 12. Lobb, Southampton.
Clark, Thos, West Stockwith, Nottingham, Innkeeper. Pet May 1. Gainsborough, May 21 at 10. Bladon, Gainsborough.
Cooter, Geo, Sussex, out of business. Pet May 3. Horsham, May 20 at 11. Rawlinson, Horsham.
Cratchley, Jesse, Hereford, General Dealer. Pet April 23. Leominster, May 13 at 10.30. Garrold & Meadows, Hereford.
Denial, John, Sheffield, Steel Manufacturer. Pet May 2. Leeds, June 5 at 12. Fernell, Sheffield.
Doyle, Saml, Lpool, Master Mariner. Pet April 30. Lpool, May 20 at 11. Harris, Lpool.
Evans, Thos, Blackburn, Lancaster, Draper. Pet April 26. Manch, May 17 at 12. Grundy & Coulson, Manch.
Fellows, Noah, & Stephen Nash, Boura Brook, Northfield, Worcester, Iron Manufacturers. Pet May 2. Birm, May 23 at 12. Morgan, Birm.
Fox, Jas Richd, Dinder, Life Assurance Agent. Pet April 30. Wells, May 18 at 11. Hobbs & Seal.
Glasscock, Rt, March, Isle of Ely, no occupation. Pet April 16. Cambridge, May 20 at 11. Joel, Newcastle-upon-Tyne.
Gordon, John, Prisoner for Debt, York. Adj April 16. Leeds, May 23 at 12. Harle, Leeds.
Grainey, Mary Jane, Plymouth, Grocer. Pet May 2. East Stonehouse, May 20 at 11. Robins, Plymouth.
Harding, Saml, Monks Coppenhall, Chester, Grocer. Pet April 30. Crewe, May 16 at 10. Cooke, Crewe.
Harper, Thos, Cheltenham, Newspaper Proprietor. Pet May 1. Cheltenham, May 20 at 11. Skipper, Cheltenham.
Heatley, Jas, Whitehaven, Plumber. Pet April 27. Newcastle-upon-Tyne, May 17 at 11.30. Hoyle & Co, Newcastle-upon-Tyne.
James, Wm, Bristol, Licensed Victualler. Pet May 3. Bristol, May 17 at 12. Alman.
Jubb, Wm, Little Corringham, Lincoln, Innkeeper. Pet May 1. Gainsborough, May 21 at 10. Bladon, Gainsborough.
Kirby, Robt, Kingston-upon-Hull, Wholesale Druggist. Pet May 4. Leeds, May 22 at 12. Bell & Leak, Hull.
Mallard, John, Tynemouth, Northumberland, Paymaster R.N. Pet April 25. Newcastle upon-Tyne, May 17 at 12.30. Tinley & Co, North Shields.

Penno, Jas, Roche, Cornwall, Miller. Pet May 3. Exeter, May 17 at 1. Wallis, Bodmin.
Plowden, Wm, Everton, Lpool, Inspector of Works. Pet May 3. Lpool, May 21 at 3. Grecott, Lpool.
Pool, John, Wolverhampton, Stafford, Saddler. Pet April 29. Wolverhampton, May 16 at 12. Barrow, Wolverhampton.
Raby, Wm Edwd, Northwood, Stafford, Printer. Pet May 4. Hanley, May 18 at 11. Doyle & Edwards, Verulam-buildings, Gray's-inn.
Roberts, John Edwd, Chesterfield, Deby. Printer. Pet May 4. Leeds, June 5 at 12. Hopkinson, Chesterfield.
Rose, Alfred Hollington, Sussex, Builder. Pet May 3. Hastings, May 18 at 11. Shorter, Hastings.
Sherzinger, Joseph, Axminster, Devon, Jeweller. Pet April 27. Exeter, May 17 at 12. Dommett & Canning, Chard.
Stevens, Danl, Willingdon, Sussex, Mail Cart Driver. Pet May 2. Lewes, May 22 at 10. Mills, Brighton.
Taylor, Jas, Rochdale, Lancaster, Millwright. Pet May 2. Rochale, May 21 at 11. Standring, Rochdale.
Thackwray, Wm, Saviletown, nr Dewsbury, York, Manager to a Corn Miller. Pet May 3. Dewsbury, May 17 at 3. Chadwick & Son, Dewsbury.
Walton, Anthony, Huntshielford, Durham, Miner. Pet May 4. Newcastle-upon-Tyne, May 24 at 12. Hutchinson, Stanhope.
Webb, Wm, Smethwick, Stafford, Brassfounder. Pet May 3. Birm, May 22 at 12. James & Griffin, Birm.
Westwood, David, Brade's Village, Potato Dealer. Pet May 1. Dudley, May 17 at 12. Jopham, Westbromwich.
Wood, Edwd Thos, Wheelton, Lancaster, Manager of Print Works. Pet May 4. Manch, May 23 at 12. Higson & Co, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, May 3, 1867.

Roth, Jean, Barbican, Hatter's Foreman. April 15.

TUESDAY, May 7, 1867.

Clayton, Jas Hy, Serle-st, Lincoln's-inn, Attorney. May 6.

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Existing Assurances	£3,598,000
Reversionary Bonus thereon	539,000
Annual Income	175,000
Invested Funds	7,414,595
Share Capital fully subscribed	1,000,000
Assurance Claims, and Bonus paid	1,453,000

The New Premiums received in 1866, were £10,019, being an increase of £3,000 over those of 1865. The corresponding sums assured shewed an increase of £100,000.

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CULLETON'S PLATES for MARKING LINEN. The most permanent way of marking Linen with Crest, Monogram, or Name. Anyone can use them. Initial Plate, 1s.; Name Plate, 2s. 6d.; Set of Moveable Numbers, 2s. 6d.; Crest, 5s.; with directions, post-free for cash or stamps. By T. CULLETON, Seal Engraver to her Majesty and Diesinker to the Board of Trade, 25, Cranbourne-street (corner of St. Martin's-lane), W.C.

CULLETON'S VISITING CARD.—A copper-plate engraved and 50 superfine Cards printed for 2s.; post-free, 2s. 3d.—25, Cranbourne-street.

THE GENERAL LAND DRAINAGE and IMPROVEMENT COMPANY.

Works of Drainage of any extent, Irrigation, Enclosing, Wood Grubbing, Roadmaking, Farm Houses, Farm Buildings, and Labourers' Cottages, are executed on all descriptions of property, whether freehold, entailed, mortgaged, trust, ecclesiastical, corporate, or collegiate, or loans granted for the purpose to landowners who desire to execute the works by their own agents and with their own plans.

The whole of the outlay in the works, with all official expenses, may be charged on the estate for a term of years to be fixed by the landowners, to meet the circumstances of tenants.

No investigation of title being required, no legal expenses are incurred.

Applications to be made to Mr. Horace Broke, the Secretary, at the offices of the Company, 22, Whitehall-place, London, S.W.

BY ROYAL COMMAND.
METALLIC PEN MAKER TO THE QUEEN.

JOSEPH GILLOTT respectfully directs the attention of the Commercial Public, and of all who use Steel Pens, to the incomparable excellence of his productions, which for Quality of Material, Easy Action, and Great Durability, will ensure universal preference.

They can be obtained, retail, of every dealer in the world; wholesale at the Works, Graham-street, Birmingham; 91, John-street, New York, and at 37, Gracechurch-street, London.

SPECIAL NOTICE.

THE LAW UNION INSURANCE COMPANY

NOW GRANTS

WHOLE WORLD AND UNCONDITIONAL LIFE POLICIES

AT A SLIGHTLY INCREASED PREMIUM.

This description of Policy is simply an undertaking to pay the Sum Assured on the happening of the event on which it is payable without any condition whatever except the payment of the Annual Premium.

To Mortgagees the advantages of such a Policy cannot be over-estimated.

Members of the Legal Profession are invited to inspect this Form of Policy.

The conditions on ordinary Life Policies have been recently revised, giving the Assured the benefit of all advantages (especially as to travelling) offered by the most liberal offices.

LOANS GRANTED ON LIFE INTERESTS AND REVERSIONS WITH LIFE ASSURANCES.

Forms of Proposal and Prospectuses, &c., may be had on application to

FRANK McGEDY,
Actuary and Secretary.

126, Chancery-lane.

ORIENTAL BANK CORPORATION.
Incorporated by Royal Charter. 30th August, 1851. Paid-up Capital £1,500,000; Reserved Fund, £444,000.

COURT OF DIRECTORS.

CHAIRMAN—HARRY GEORGE GORDON, Esq.

DEPUTY-CHAIRMAN—WILLIAM SCOTT BINNEY, Esq.

James Blyth, Esq. | Lestock Robert Reid, Esq.
Duncan James Kay, Esq. | Patrick F. Robertson, Esq., M.P.
Alexander Mackenzie, Esq. | James Walker, Esq.

Charles J. F. Stuart, Esq., Chief Manager.

BANKERS.

The Bank of England; The Union Bank of London.

The Corporation grant drafts and negotiate or collect bills payable at Bombay, Calcutta, Madras, Pondicherry, Ceylon, Hong Kong, Shanghai, Yokohama, Singapore, Mauritius, Melbourne, and Sydney, on terms which may be ascertained at their office. They also issue circular notes or the use of travellers by the Overland Route.

They undertake the agency of parties connected with India, the purchase and sale of Indian securities, the safe custody of Indian Government paper, the receipt of interest, dividends, pay, pensions, &c., and the effecting of remittances between the above-named dependencies.

They also receive deposits of £100 and upwards, repayable at ten days' notice, and also for longer periods, the terms for which may be ascertained on application at their office.

Office hours, 10 to 3; Saturdays, 10 to 2.

Threadneedle-street, London, 1867.

THE AGRA BANK (LIMITED).
Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON.

BANKERS.

Messrs. GLYN, MILLS, CURRIE, & Co., and BANK OF ENGLAND.

BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra, Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—

At 5	per cent,	per annum,	subject to 12	months'	notice of withdrawal.
At 4	ditto	ditto	6	ditto	ditto.
At 3	ditto	ditto	3	ditto	ditto.

EXCEPTIONAL RATES for longer periods than twelve months, particulars of which may be obtained on application.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

Interest drawn, and army, navy, and civil pay and pensions realised.

Every other description of banking business and money agency, British and Indian, transacted.

M. BALFOUR, Manager.

ANNUITIES AND REVERSIONS.

LAW REVERSIONARY INTEREST SOCIETY,
68, Chancery-lane London.

CHAIRMAN—The Right Hon. Russell Gurney, Q.C., M.P., Recorder of London.

DEPUTY-CHAIRMAN—Sir W. J. Alexander, Bart., Q.C.

Reversions and Life Interests purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

Loans may also be obtained on the security of Reversions.

Annuities, Immediate, Deferred, and Contingent, and also Endowments granted on favourable terms.

Prospectuses and Forms of Proposal, and all further information, may be had at the office. C. B. CLABON, Sec.

THE MERSEY DOCKS & HARBOUR BOARD hereby give Notice, that they are willing to receive LOANS of MONEY on the Security of their Bonds, at the rate of Four Pounds Ten Shillings per Centum, per Annum, interest, for periods of Three, Five, or Seven Years.

Interest Warrants for the whole term, payable half-yearly at the Bankers of the Board in Liverpool, or in London, will be issued with each bond.

Communications to be addressed to GEORGE J. JEFFERSON, Esq., Treasurer, Dock-office, Liverpool.

By order of the Board,
JOHN HARRISON, Secretary.

Dock Office, Liverpool, May 2nd, 1867.

TWENTY THOUSAND POUNDS to be advanced on application, in sums of £100 and upwards by the PLANET PERMANENT BUILDING AND INVESTMENT SOCIETY

Upon mortgage of House Property situate in any part of the United Kingdom.

Monthly Repayments, including principal and interest, for each £100 advanced (less a small premium):—

6 years.	8 years.	10 years.	12 years.	14 years.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1 13 2	1 6 2	1 1 10	0 19 2	0 17 0

Redemption at any time by payment of balance of principal due.

Established by Act of Parliament nineteen years.

Annual business exceeds £300,000.

EDMUND W. RICHARDSON, Secretary.

Offices, 39, City-road, London.

MESSRS. DEBENHAM, TEWSON & FARMER'S MAY LIST of ESTATES and HOUSES, including landed estates, town and country residences, hunting and shooting quarters, farms, ground rents, rent-charges, house property, and investments generally, may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or by post for one stamp. Particulars for insertion in the June List must be received by the 28th May at latest.

CLERICAL, MEDICAL, AND GENERAL LIFE ASSURANCE SOCIETY.

BONUS MEETING, 1867.

The Report presented at a Meeting held on the 3rd January last, for the declaration of the Eighth Bonus, showed,

1.—As to the progress of the Society.

that during the quinquennial period which terminated on the 30th June 1866,

New Assurances for a total sum of £1,518,181, and yielding £50,497 in Annual Premiums, has been effected, of which sums the former exceeded by £31,811. and the latter by £2,392, the corresponding items of any previous period; that

The Income had increased from £195,400 to £215,327 per annum; and that

The Assurance Fund, after payment of £85,303 on account of Bonus at the last Division, had risen from £1,422,191 to £1,619,539.

2.—As to the financial position of the Society.

That the Assets on the 30th June, 1866, were....£1,619,539 14 8
And the Liabilities on the same date 1,343,708 19 2

Leaving a surplus of £275,830 15 6

and that, after setting aside £50,000 as a special reserve fund,

The Available Profit was £225,830 15s. 6d., of which sum £225,000 was recommended for division.

3.—As to the Results of the Division.

That the portion of this sum of £225,000—viz., five-sixths, or £187,500—which fell to the Assured, would yield a

Reversionary addition to the Policies of £272,682, averaging 45 per Cent., or varying, with the different ages, from 32 to 85 per Cent. on the premiums paid since the last division; and that the

Cash Bonus, which is the exact equivalent of such reversionary Bonus, would average 26 per Cent. of the like premiums.

The Report explained at length the nature of the Investments and the bases of the calculations, the results of which, as above shown, are eminently favourable.

The next Division of Profits will take place in January, 1872, and Persons who effect New Policies before the end of June next will be entitled at that division to one year's additional share of Profits over later Assurers.

Prospectuses, Forms of Proposal, the Report above mentioned, and a detailed account of the proceedings of the Bonus meeting, can be obtained from any of the Society's Agents; or of

GEORGE CUTCLIFFE, Actuary and Secretary,
13, St. James's square, London, S.W.

COMMISSION.

10 per Cent. on the First Premium, and 5 per Cent. on Renewals, is allowed to Solicitors. The Commission will be continued to the person introducing the Assurance, without reference to the channel through which the Premiums may be paid.

LAW FIRE INSURANCE SOCIETY.—May, 1867.

NOTICE is hereby given that the ANNUAL GENERAL MEETING of the Shareholders of the "Law Fire Insurance Society," will be holden at the Society's Offices, Chancery-lane, on TUESDAY, the 28th day of MAY instant, to elect Eight Directors, in room of the like number of Directors who go out in rotation, and who are re-eligible; and also to elect Four Auditors, in the room of the like number of Auditors who go out by rotation, and are re-eligible; and for general purposes. The Chair will be taken at One o'clock precisely.

By order of the Board of Directors,
EDWARD BLAKE BEAL, Secretary.

The accounts and balance sheet of the society, with the auditors' report thereon, may be inspected by the shareholders at the offices of the society, for fourteen days previously to the Annual Meeting, and during one month thereafter.

PELICAN LIFE INSURANCE OFFICE

(ESTABLISHED IN 1797.)

No. 70, Lombard-street, E.C., and 57, Charing-cross, S.W.

DIRECTORS.

Chas. Emanuel Goodhart, Esq.	Edward Hawkins, jun., Esq.
Octavius E. Coope, Esq.	Kirkman D. Hodgson, Esq., M.P.
John Coope Davis, Esq.	Henry Lancelot Holland, Esq.
Thomas Henry Farquhar, Esq.	Sir John Lubbock, Bart., F.R.S.
Henry Robert Brand, Esq.	Benjamin Shaw, Esq.
Jas. A. Gordon, Esq., M.D., F.R.S.	MarmadukeWyvill, jun., Esq., M.P.

ROBERT TUCKER, Secretary and Actuary.

NOTICE.—The next Distribution of Profit will be made at the end of 1868. All Policies now effected on the "return system" will participate.

The last Bonus varied from 28 to 60 per cent. on the premiums paid.

Loans in connection with Life Assurance upon approved security, in sums of not less than £500.

For prospectuses and forms of proposal apply to the Secretary, or to any of the Company's Agents.

ACCIDENTS WILL HAPPEN,

Everyone should therefore provide against them!

£1000 IN CASE OF DEATH, OR £6 PER WEEK WHILE LAID UP BY INJURY CAUSED BY

ACCIDENT OF ANY KIND,

May be secured by an Annual Payment of from £3 to £6 5s. to the

RAILWAY PASSENGERS' ASSURANCE COMPANY

The oldest established Company in the World insuring against

ACCIDENTS OF EVERY DESCRIPTION.

64, CORNHILL, AND 10, REGENT STREET, LONDON.
WILLIAM J. VIAN, Secretary.

LONDON and LANCASHIRE INSURANCE COMPANIES.—Capital: Fire, £1,000,000; Life, £100,000.

Chairman—F. W. RUSSELL, Esq., M.P.
London—Corner of Leadenhall-street, Cornhill, E.C.
Liverpool—New Exchange-buildings.

EXTRACTS from REPORTS for 1866.

Fire Premiums	£146,116
Showing an increase upon the previous year of.....	23,700
Losses, paid and outstanding.....	114,882
(in which is included loss by Yokohama fire, £20,000).	
567 Life Policies issued, insuring	316,851
Yielding a new premium income of	8,637

W. P. CLIREHUGH, General Manager.

LIFE ASSURANCE.

THE ACCUMULATED AND INVESTED FUNDS OF

THE STANDARD LIFE ASSURANCE COMPANY and its ANNUAL REVENUE now amount to:—

Accumulated Fund.....£3,650,000
Annual Revenue 660,000

The profits of the Company have been divided on seven occasions since 1825, when the Company was established, and on each occasion large and important benefits have been given to the assured.

A new Prospectus, just issued, contains very full information as to the Company's principles and practice, and will be forwarded by post on application.

Agencies in every town of importance throughout the kingdom.

Agencies in India and the Colonies, where premiums can be received, and claims settled.

H. JONES WILLIAMS,
General Secretary for England, 82, King William-street, E.C.
SAMUEL R. FERGUSSON,
Resident Secretary, West-end office, 3, Pall Mall East, S.W.
Edinburgh: 3, George-street (Head-office).
Dublin: 66, Upper Sackville-street.

THE GENERAL REVERSIONARY AND INVESTMENT COMPANY, Office, 5, Whitehall, London, S.W

Established 1826. Further empowered by special Act of Parliament 14 and 15 Vict., cap. 130. Capital £500,000.

The business of this Company consists in the purchase of, or loans upon, reversionary interests, vested or contingent, in landed or funded property, or securities; also life interests in possession, as well as in expectation; and policies of assurance upon lives.

Prospectuses and forms of proposals may be obtained from the Secretary, to whom all communications should be addressed.

WM. BARWICK HODGE, Actuary and Secretary.

At the Auction Mart, in Tokenhouse-yard, Bank of England, on WEDNESDAY, MAY 29, commencing at ONE o'clock precisely.

MESSRS. EDWIN FOX & BOUSFIELD will SELL by AUCTION, as above, the following PROPERTIES:—

CITY of LONDON, Fleet-street.—The capital Business Premises, No. 113, with possession, which will form the corner of the new street in connection with the Holborn Valley Works.

Solicitor, H. H. POOLE, Esq., 58, Bartholomew-close.

DORSETSHIRE.—Valuable Freehold Estate, delightfully placed at Charmouth, on the sea coast, a short distance from the rising and favourite watering place of Lyme Regis, consisting of a compact pleasure farm of 126 acres, chiefly in grass, with homestead, and several tempting sites for a gentleman's residence.

Solicitors, Messrs. LEWIN & CO., 32, Southampton-street, Strand.

CITY of LONDON.—Valuable Canon Lease, at only £5 a-year ground-rent, of the Capital Business Premises No. 2, Bucklersbury, one door from Cheapside, let on lease for seven years unexpired at £179, secured by a rack rent of over £300, which will accrue to the purchaser at the expiration of that term

Solicitors, Messrs. WOOD, STREET, & HAYTER, 6, Raymond-buildings, Gray's-inn;

Messrs. HOOKE & STREET, 27, Lincoln's-inn-fields.

ISLINGTON.—Eight substantial brick-built Dwelling-houses, Nos. 26 to 30, inclusive, St. Paul's-place, Canonbury, and Nos. 20, 22, and 24, St. Paul's-road, producing £289 per annum; held for 59 years unexpired, at low ground-rents.

Solicitors, E. J. BARRON, Esq., 27, Guildford-street, Russel-square.

HIGHBURY NEW-PARK.—The Lease, with possession, of the capital Family Residence and garden, No. 161, Highbury New-Park.

Solicitor, A. YOUNG PRITCHARD, Esq., 4, Adams-court, Old Broad-street.

In CHANCERY.—"Dodson v. Adamson."—Five brick-built Leasehold Houses, with Shops, Nos. 1 to 5, Victoria-terrace, Kennington, producing £201 per annum. Also Five Leasehold Houses, one with shop, Nos. 30 to 34, Windsor-street, Essex-road, Islington, producing £112 per annum.

Solicitors, Messrs. SAMPSON, SAMUEL, & EMANUEL, 36, Finsbury-circus.

BOW.—Three substantial Leasehold Houses, Nos. 2 and 3, Alexandra-villas, Campbell-road, and Alexandra-villas, Rownton-road, Bow, close to the railway station. Rentals £36 per annum each; ground-rent £5 per annum each. Term 97 years.

Solicitors, WORTHINGTON EVANS, Esq., 72, Coleman-street;

C. E. FREEMAN, Esq., 20, Gutter-lane.

In CHANCERY.—"Cartwright v. Ridley."—An eligible Leasehold Property in Regent street, Ridley's-place, and Chapter-street, Westminster, consisting of capital houses and shops. Rental £429 per annum, and held for 40 years at nominal rents.

Solicitors, Messrs. LEWIN & CO., 32, Southampton-street, Strand.

H. D. DRAPER, Esq., 45, Vincent-square, Westminster.

PECKHAM-RYE.—11 lots of capital Leasehold Cottage Villa Property, in Philip and Claude-roads, close to the Railway Junctions; rental £90 per annum each; ground-rent £5 each.

No. 24, Gresham-street, Bank, E.C., corner of Coleman-street.